Praxis Almæ Curiæ Cancellariæ:

In Two Volumes.

Being a

COLLECTION OF PRECEDENTS BY

Bill and Answer, Plea and Demurrer,

In Causes of the greatest Moment (wherein Equity hath been allowed) which have been Commenced in the

High Court of Chancery,

For more than 30 Years last past.

With Appeals (in several Cases of great Difficulty) to the House of Peers in Parliament, and the Proceedings thereupon.

Also, a Compleat Collection of all the Writs and Process concerning the same.

Together with a Præliminary Discourse, by way of Rules, Succinctly and Methodically drawn up, containing the Practice of the said Court, in every particular Branch of the Equitable Part thereof.

The Second Edition with Additions.

By William Bohun.

VOL. I.

LONDON, Printed by the Assigns of *Richard* and *Edward Atkins* Esqs; for A. Roper, and sold by J. Lucy, at the *Golden Ball* over against St. *Dunstan's* Church in *Fleetstreet*. 1704.

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Rec. June 20, 1904

TO THE

READER.

THIS Collection consists of two Parts; the Main Design whereof, is to acquaint the Clerks of the Courts of Common Law (especially those who live far remote from London, *and cannot have that conveniency of Conversation with the Clerks, and experienced Sollicitors of the Court) with the most genuine, proper and authentick Methods, now used, in Commencing and Prosecuing, or Defending a*

Cauſe in Equity (whether the Country Practiſer be for Plaintiff or Defendant) How to draw a Bill, Anſwer, Plea or Demurrer, at his Chamber; after that, how to carry on the Cauſe through the ſeveral Offices: And laſtly, how to manage the ſame at the Bar.

In order to the firſt, viz. *Drawing of Bills; He will find here in this Part, a Collection full of Variety and Curioſity, Of Bills of Account and Diſcovery; Of* Certiorari *to remove Bills and other Proceedings in Equity out of Inferior Courts; Bills for Relief againſt Counter-ſecurity; Decrees of the Court; Bills to Foreclose Equity of Redemption; Bills for Fees and Diſburſements; Againſt Frauds*

Frauds and Colluſions; To Diſcover Eſtates kept from Heirs by Fraud; To Diſcover Titles; To Diſcover Deeds and Deliver Poſſeſſion; To Indemnifie Tenants in paying their Rents; To Subject Lands to ſatisfie Judgments; For Recovery of Legacies; For Marriage Settlements; To Redeem Mortgages; For Reverſal of Decrees and other Proceedings in **Ireland,** *and limited Juriſdictions in* **England;** *Of Revivor: The famous Bill for Relief againſt a Statute or Recognizance, brought by a Lord Chancellor, while actually in that Office, and Directed to the Kings Moſt Excellent Majeſty; Alſo Bills brought in the Court of* **Exchequer** *for Tythes.*

And

And as to the Careful Sollicitation of the Cauſe in the ſeveral Offices, and before the Maſters in Chancery, *as alſo the prudent management thereof by Council at the Bar of this Court, the Inſtructions laid down in the beginning of this firſt Part (by way of Rules concerning the Practice of the Court) are ſo Copious, Demonſtrative and Intelligible, and (to ſay no more) ſo Conducing to the End they were Deſign'd for, that a Country Practiſer cannot fail by an Ordinary and Common Sedulity in peruſing the ſame, to acquire thereby (in a ſhort time) a competent ſhare of Knowledge therein; which may afterwards, by a Courſe of Buſineſs, be poſſibly Improved to an abſolute*

bſolute Proficiency; provided he bath Qualifications requiſite.

In the next place, we ſhall Com-mend to our Country Clerks conſtant eruſal, the Writs and Proceſs of he Court, as they are here inſer-ed; a Collection, certainly of as reat Profit and Advantage, as Delight to him: The Writs and roceſs of a Court (as one ob-erves) being of that Force and fficacy, that no Proceedings an in any Court be available ithout them. For (as he fur-her adds) theſe are the very onduit-Pipes, by which Right nd Juſtice are univerſally Diſ-enſed to every Perſon through-ut the Kingdom.

As

To the Reader.

As for the ſeveral Anſwers, Pleas and Demurrers to the Bills in this firſt Part, they are (with other Precedents of Note) in the ſecond Part, which Compleats the Collection.

THE

RULES OF PRACTICE IN THE HIGH COURT OF Chancery.

First, A Subpœna *and the manner of Serving it.*

A *Subpœna ad Respondendum* is Returnable on a Day to come, (*viz.*)

The Return of a *Subpœna ad Respondendum.*

First, On a certain Day of the Month, which must be in Term.

Secondly, *Immediate*, when the party lives (or is) in Town, or within 10 Miles of the Town, of which Affidavit must be made: if in the Vacation, there must be a Petition for Motion.

If in Term, it is needleſs to have it Retornable *immediatè*, becauſe we have it Retornable on any Day.

No *Subpœna* Retornable in the Vacation.

Miſtake in the *Subpœna*.

Firſt, In the Parties Names, either Plaintiff or Defendant.

Secondly, In the Retorn.

Thirdly, Or Form of the Writ. Or any ſuch Miſtake vitiates the Writ.

In the *Label*.

If the Label and Body agree not, the party ſerved may take advantage of it.

Defendants in a *Subpœna*.

Firſt, But Three, wherein a Man and his Wife are accounted but for one.

Secondly, If Two in one *Subpœna*, Coſts 3 *s.* if Three, 3 *s.* 6 *d.*

The manner, if but one, deliver the Body:

Service of the *Subpœna*.

Firſt, Either to the party himſelf.

Secondly, Or leave it at his Dwelling-houſe with one of his Family.

Thirdly, Or at his place of Reſidence.

If more than one:

Firſt, Deliver the Label to the firſt, and ſhew him the Body.

Secondly, So likewiſe to the ſecond, and reſerve the Body for the laſt.

If againſt Man and Wife:

If a Man alone is ſerved and hath Notice, 'tis againſt him and his Wife, 'tis good: And for want of Appearance an Attachment iſſues againſt the Wife only, or both. *Tot.* fol. 89, 101, 103, 106, 109.

The Time:

Firſt, It muſt be ſerved before Noon of the laſt Day of the Retorn.

Secondly,

Secondly, Good in the Night, if before the Retorn.

Thirdly, Good Service on a *Sunday*, if the *Subpœna* is not Retornable on that Day.

If Injury be done to the party, who ſerved it by word or deed, or the Writ or Authority of the Court contemned, upon Affidavit and Motion, the party will be committed to the *Fleet* by Attachment, *&c. Vide Contempts.* If Injury to the Service, how puniſhed.

Not on Barons and Peers of the Realm; but inſtead thereof a Letter is directed to them by the Lord Keeper: But if they appear not, no Proceſs of *Subpœna* is awarded againſt them. On whom *Subpœna's* not to be ſerved.

The Bill and all ſubſequent Pleadings upon it ought to be ſuccinct, and not ſtuft with Repetitions *in hæc verba.* The Bill.

Not Criminal nor Scandalous againſt the Defendant, or any other, under penalty of good Coſts to be laid on the Counſel, and to be paid to the party grieved: And the Defendant may refuſe to Anſwer ſuch a Bill, and have the Scandal expunged and Coſts taxed.

'Tis uſually for ſuch as have no remedy at Common Law, and therefore the Bill avers, That the Plaintiff hath no Remedy at Law.

It ought to be under Counſel's Hand; and if it be not, or if the Counſel's Hand be counterfeited or diſallowed, it ſhall be diſmiſſed on the Defendant's Demurrer.

It ought to be dated on the ſame day it is brought into the Office, and not kept in the Clerk's Hands any longer than that day, altho' it is often done.

†

Upon one and the ſame *Subpœna* ſerved two Bills may be put in, provided the Matter contained in them appear not to be for one and the ſame Cauſe, if it be ſo, one of them will be diſmiſſed with Coſts; and where two Bills are put in containing ſeveral Matters, the Defendant muſt Anſwer them both.

This done by Petition to the Maſter of the *Rolls*, 1690.

If there appears any other Overſight in the Bill that requires amendment before the Defendants appearance, it may be amended on Motion without Coſts.

If the Bill be to recover Writings, there muſt be Affidavit made by the Plaintiff, That he had ſuch Writings in his poſſeſſion, and hath caſually loſt them, and knows not where they are, unleſs come to the hands of the Defendant.

Filing Bill.

The Plaintiff hath time till the Third day at Noon, after Retorn of the *Subpœna* (the Return-day being on the next day after the Return of the *Subpœna*) which is the Coſts-day; and if the Bill come not in the next day after that, the Appearance being entred, and Coſts preferred the day before, the Defendant is diſcharged from attendance with Coſts.

Where the Coſts are not voluntarily paid for want of a Bill, the Defendant may have a *Subpœna* commanding the payment thereof upon demand, either to the Defendant or the bringer thereof.

This *Subpœna* muſt be ſerved perſonally and if the Coſts be not paid accordingly, the Defendant may (upon Affidavit of Service of the *Subpœna*, and demand made) have an Attachment, and the following Proceſs:

For want of a Bill.

Firſt, Coſts uſually taken are 10*s.* but if Coſts be taxed before a Maſter, it is accord-

in

ing to the neceſſary Charge which the Defendant hath been put unto, as coming far out of the Country, *&c.* and may be 30 or 40 *s.* as the Matter is.

Secondly, If the Bill come any time in the Afternoon on the Third day, and before the ſhutting up of the Office, the Defendant may prefer Coſts; for the Six Clerks, when they go to Dinner, ſtrike the Time in the Book, and from that time the Day begins.

Thirdly, And they are taxed by entring the Defendant's appearance, and Taxed before the Maſter, whoſe Fee is 2 *s.* 6 *d.* How Taxed.

If within 40 Miles of the Town 4 Days, excluding the Return-day. Time to Appear.

If above 40 Miles, 8 Days in like manner.

If the Defendant be Served 8 Days before the Return, he ſhall have 2 Days after that.

The like is, if 53 or 54 Miles, *&c.*

But if Served 9 or 10 Days or more before, he ſhall have 2 Days after.

If the Bill be Filed, and the Defendant appear not within this time, the Plaintiff (upon Affidavit that the *Subpœna* was ſerved) may have an Attachment, *&c. Vide Proceſs.*

And if the *Subpœna* be Returnable *Immediatè*; yet the Defendant hath the ſame time to appear as before.

A Matter charged as the Defendants own Fact, muſt be without ſaying, *To his Remembrance*, or *as he believeth*, if it be laid to be done within Six Years before, unleſs the Court upon Exception taken ſhall find Cauſe to diſpenſe with it. Anſwer.

He muſt traverſe or deny the Fact directly, and not by way of *Negative pregnant*; as if charged with the receipt of a Sum of Mony,

he muſt traverſe or deny if he hath not received any ſuch Sum, or any part thereof; or elſe ſet forth what part he hath received.

This cannot be before he has appeared.

Where a Man does wilfully refuſe to Anſwer, and ſtands out all the Proceſs of Contempt, the Court will take the Matter of the Bill *pro Confeſſo* and decree it; the Defendant having before appeared, or being in Cuſtody.

Where the Defendant diſclaims, he ſhall have 7 Nobles Coſts.

Time to Anſwer appearance.

If the Appearance be time enough within the Term, Rule muſt be given to Anſwer within 8 Days.

It may be given the day after Coſts-day.

If the Defendant appears before, it may be given the next day after his appearance.

If no Rule given, the Defendant is at liberty to Anſwer any time during the Term, and if he make default in that time an Attachment iſſues of courſe with the Cauſe thereof, if it be entred with the Regiſter, (*viz.*) That the Defendant appeared and went away without Anſwer.

Where a *Subpœna* is Returnable ſo near the end of the Term, that there cannot be a Day given to the Defendant to Anſwer, in ſuch caſe the Defendant muſt at his peril Anſwer the ſame day ſevenight following the day of his Appearance, though it be out of Term.

If the *Subpœna* be Returnable the laſt day of the Term; yet he is bound to appear according to the Time, and Anſwer 8 days after his appearance.

If the Defendant ſtand out Proceſs of Contempt upon an appearance, and doth not anſwer, he will be Committed.

Upon

Upon Oath, That the Defendant cannot anſwer without ſight of the Writings in the Country, the Court on Motion or Petition will give him time to Anſwer, as the Court ſhall think fit. If there be many Defendants, and one have anſwered and the reſt not, in ſome eaſes one may proceed againſt the one to Hearing alone, and after that againſt the reſt.

That he cannot Anſwer till he hath Conference with other Perſons. Cauſes of delay in Anſwer, muſt be on Affidavit.

If for Goods that are in the Country, and he in *London*, that he cannot ſet forth the Particulars without ſight.

That he cannot Anſwer without ſight of Writings in the Country.

All theſe muſt be 20 Miles from *London*.

If the Defendant be above twenty Miles from *London*, he has a *Dedimus* of courſe to put in his Anſwer by the ſame Term following. Anſwer *per Dedimus*, *&c.*

After an Attachment without Proclamation, no Commiſſion without Motion and Affidavit of the parties inability to Travel, and other good Matter to ſatisfie the Court touching the delay.

An Anſwer taken by *Dedimus*, may be put in without Counſel's Hand.

But the Plaintiffs Commiſſioners may refuſe to execute the Commiſſion, unleſs he may read the Anſwer, and for that Reaſon is a Copy of the Bill ſent.

It muſt be to Anſwer, Plead and Demur, as the caſe is, in a Commiſſion for an Anſwer, there needs be Six days Notice excluſive; but in ſtrictneſs. If Notice be given on *Sunday*, to Execute on *Saturday*, it may be good.

The Charge.] There must be four Commissioners, two named by the Plaintiff, and two named by the Defendant from the Execution, *vide* Commissions to examin Witnesses. No second Commission shall be granted without Special Order.

The answer must be in before the day after the first Costs day, next Term (except *Trinity* Term) and then it must be in, the second day after the second return, otherwise an Attachment.

This is the course in Strictness; but it is usual where an Answer is taken in the Country, to stay till near the end of the Term, because of the conveniency to return it by the Attorney, unless the cause be of weight.

Exception to answer. If the Answer be good to common intent, the Plaintiff must reply and prove the matter if he can.

No Exceptions can be regularly taken to an Answer, after Replication comes in, for then 'tis admitted to be true.

But in some Cases the Court has ordered, the Replication to be taken off the File and Exceptions put in.

If the Answer be filed in Term, the Plaintiff must the same Term or within eight days after, deliver the Exceptions to the Clerk in Court.

If filed in Vacation, the Plaintiff hath eight days in the beginning of the next Term to put in Exceptions.

If the Defendant do within eight days after delivery of Exceptions, amend his Answer in the same Term, and pay twenty Shillings Costs, the Plaintiff shall go on and Reply.

If

If the Defendant ſhall fail ſo to do, the Exceptions on Motion or Petition, are to be referred to a Maſter, and he is to certifie whether the ſame be ſufficient or not.

The Plaintiff cannot refer Exceptions, till eight days after they are filed: But upon a ſecond inſufficient Anſwer, it may be referred immediately. It matters not whether ther Exceptions be filed in Term or Vacation; he ſhall have but eight days, and in default, the Plaintiff may move or Petition for a Reference.

The Plaintiff muſt ſerve the Defendant with a Warrant, to attend (which coſts two Shillings) which muſt be ſerved on the Defendant, or his Clerk two days before; if he doth not appear, (as uſually they do not;) the Plaintiff takes out another Writ peremtorily, and if he does not attend on that, the Plaintiff will proceed *ex parte*.

The inſufficiency appearing on the Exceptions is to be inſiſted on, and no new Exceptions to be put in.

If the Anſwer be certified inſufficient, the Defendant is to pay forty ſhillings Coſts; if it came in by Commiſſion, fifty ſhillings, and the Defendants ſecond Anſwer is not to be received, till he hath paid the Coſts.

If the ſecond Anſwer be reported inſufficient to any of the Points before certified, The Defendant ſhall pay three pounds Coſts: The third inſufficient Anſwer, pays four pounds: And upon the fourth inſufficient Anſwer, he ſhall pay five pounds Coſts, and be examined upon Interrogatories to the point reported inſufficient, and ſhall be committed until he hath perfectly anſwered the Interrogatories, and paid the Coſts.

So that the Report muſt ſpecifie the point upon the Exceptions wherein the Anſwer is defective.

The

The Plaintiff may have *Subpœna* for Costs, and another for a better Answer upon any of these insufficiencies.

If the Answer be reported good, the Plaintiff shall pay the Defendant forty shillings Costs.

Upon a *Subpœna* for Costs, and he make a better Answer, the Costs are to be paid on the service, and the Defendant to appear on the *Subpœna*, an Answer as on the first *Subpœna*: But upon report of a second insufficient Answer, in eight days without further service, and if he does not Answer in that time, an Attachment issues as if he had been served.

Also upon Exceptions filed to a Report of a second insufficient Answer, where the Report is held good he is to answer as before.

Plea of Foreign Matter is of two sorts.

Plea. First, As to the Jurisdiction of the Court.

Secondly, As to the disability of the person.

As where the Plaintiff is Outlawed or Excommunicated.

Where there is in this or any other Court, a Suit depending for that very Cause, or it may be that the Cause may have formerly been dismissed, and the dimission signed and enrolled in this Court, such Plèa may be put in without Oath, otherwise not.

An Outlawry is not to be pleaded, unless you plead the Record *sub pede Sigilli*, (*viz.*) the Record to be annexed to it.

A Plea in Outlawry, if it be in any Suit for that duty touching which relief is sought by

by the Bill, is insufficient, and shall be disallowed of course, and the Plaintiff shall notwithstanding, take out Process to inforce the Defendant to make better Answer and pay five Marks Costs; otherwise an Outlawry is a good Plea, so long as it remains in force, and therefore needs not to be set down with the Register.

After the Outlawry reversed, the Defendant upon a new *Subpœna* served on him, and twenty shillings Costs paid him, shall answer the Bill, as if the Outlawry had not been.

If the Plaintiff conceive such Plea of Outlawry to be insufficient through mispleading, or otherwise, he may upon notice given the Clerk on the other side, set it down with the Register: But if he shall not enter it within eight days after filing, the Defendant may take out Process for Costs, as if the same had not been heard.

Plea of a former Suit is also a good Plea, and therefore the Defendant shall not be put to set it down with the Register; but if the Plaintiff be not satisfied therewith, the same shall be referred to one of the Masters of the Court, and if it be determined against the Plaintiff, he shall pay five Marks Costs to the Defendant: But such reference must be procured by the Plaintiff, and a Report thereupon within one Month after filing such a Plea, otherwise the Bill to be dismissed with seven Nobles Costs.

Plea of a Suit depending at Common Law, or in any inferior Court, is good, and the Defendant shall not be put to a motion for an Election or Dismission, and that Plea shall be proceeded in as the Plea of a former Suit.

Pleas

As to ſet forth a Writing which contains the Matter in the Bill, and was not heard of before.

Pleas that are grounded upon the ſubſtance or body of the matter, or extend to the juriſdiction of the Court, ſhall be determined in open Court.

All Pleas but matter of Record muſt be upon Oath.

Demurrer.

Is where the Bill is inſufficient in it ſelf, without alleding any Foreign matter; and therefore it ſays, (as appears by the Plaintiffs own ſhewing,) and does only point out that matter ſo alledged by the Bill. 'Tis always where there is matter defective in the Bill.

Every Demurrer ſhall expreſs the ſeveral Cauſes of Demurrer, and ſhall be determined in open Court.

If upon any ſlip or miſtake in the Bill, the Plaintiff upon Motion or Petition, paying twenty ſhillings for Coſts, may amend the Bill.

If any Cauſe of Demurrer ſhall ariſe; and be inſiſted on at the arguing, (more than is particularly alledged in the Engroſſment on the File,) the Defendant ſhall pay Coſts of over-ruling, if theſe Cauſes which are particularly alledged be diſallowed, although the Bill in reſpect of the Allegations ſhall be diſmiſſed.

No Plea or Demurrer to be admitted after Attachment, with Proclamation returned, without Motion in open Court.

Matters relating to Pleas and Demurrers jointly.

If the Defendant ſhall pray a Commiſſion, and thereby return a Demurrer only, or only ſuch a Plea which ſhall afterwards by Overruled, the Defendant ſhall pay 5 Marks Coſts; and although it be allowed, the Defendant ſhall have no Coſts, in reſpect of the Plaintiffs needleſs Trouble occaſioned by the Commiſſion.

If

If the Defendant do not Enter his Plea or Demurrer with the Regiſter within 8 days after Filing, it is Over-ruled of courſe, and the Plaintiff may take out Proceſs to enforce the Defendant to make a better Anſwer, and another for Coſts.

It may either be by Order, or in Courſe, or be brought in by Petition.

If the Plea or Demurrer be Over-ruled, the Defendant ſhall pay 5 Marks Coſts.

Hearing upon Bill and Anſwer.

Where the Plaintiff finds ſufficient Cauſe for an Order or Decree upon Anſwer, he may go to Hearing upon Bill and Anſwer.

The Anſwer is admitted true in all points, and no Evidence is to be admitted.

Although the Cauſe need no Witneſs, yet it is neceſſary in ſome caſes to Reply, and put the Defendant upon proof of his Anſwer.

If the Court ſhall not find ground to make a Decree, the Bill ſhall be diſmiſſed with the Coſts, or the Plaintiff admitted to Reply, if he deſire it firſt, paying down 5 *l.* Coſts within 4 days after ſuch Hearing, elſe the Diſmiſſion to ſtand, and the Order to be drawn accordingly; then ſuch Diſmiſſion ſhall be a good Plea in Bar of a New Bill.

Replication.

The Plaintiff is to Reply generally, unleſs the Defendant by his Anſwer doth offer New Matter, which will not be brought into the Iſſue by the Plaintiffs Bill.

The Defendant may give a Rule to Reply next Term after his Anſwer is Filed; and if the Plaintiff Reply not in 8 days after the Rule given, the Defendant will have Coſts.

If the Parties live in Town, or that there be not many Witneſſes to Examine, either Side may move, that the other Side may Reply

ply or Rejoyn *gratis*; and to go to Commiſſion alſo, to fix a time for Publication to paſs and to Hear the Cauſe.

Rejoynder and Sur-rejoynder.

The Rejoynder muſt purſue and confirm the Anſwer, and muſt ſufficiently avoid or traverſe every material Point of the Replication.

If the Plaintiff hath Replied, the Defendant, if he will, may Rejoyn *gratis*.

Quære, how many?

Where the Plaintiff intends to go to Commiſſion, he muſt ſerve the Defendant with a *Subpœna ad Rejungendum* before he can have Commiſſion to Examine Witneſſes; and upod Return of the *Subpœna*, Oath muſt be made, and the Plaintiff may force the Defendant to rejoyn and joyn in Commiſſion, and go to Examining of Witneſſes, without having given him 8 days to Rejoyn; if in that time he refuſe to do it, he cannot do it after.

After Service of the *Subpœna*, and Appearance, a Rule muſt be given to Rejoyn, where the Defendant is ſerved with a *Subpœna ad Rejungendum*, and does not (upon the Plaintiffs Clerks demand to the Defendants Clerk) deliver Commiſſioners Names by the end of the Term wherein the *Subpœna* is Returnable, there the Plaintiff may without Motion or Petition give Names, and by the ſecond Seal after the Term take the Commiſſion *Ex parte*.

In a Commiſſion *Ex parte*, no Notice is required.

Where the Parties cannot come to Iſſue, by reaſon of ſome New Matter diſcloſed in the Defendant's Rejoynder, that requires to be Anſwered unto, the Plaintiff may Sur-

rejoyn

rejoyn to the Rejoynder, and the Defendant likewiſe to the Sur-rejoynder, if Cauſe.

Interrogatories, if in Court, are carried in to the Examiner; if in the Country, to the Commiſſioners, where the Witneſſes are to be Examined, without Counſel's Hand. Interrogatories.

When the Parties are at Iſſue, it is neceſſary as well to conſider what the other Side may Examine to, as what we have to prove, that croſs Interrogatories may be prepared, if occaſion.

There are to be four Commiſſioners, but the Plaintiffs and Defendants name four apiece, and each party ſtrikes out two apiece, the Plaintiff is to name the firſt. Choice of Commiſſioners, and Exceptions againſt them.

EXCEPTIONS.

Firſt, That he is of Kindred to the party for whom named.

Secondly, That he is his Maſter, or Servant

Thirdly, Council Attorney or Sollicitor.

Fourthly, One to whom he is indebted.

Fifthly, One that hath a Suit with the adverſe party.

Sixthly, Or a Partner with him.

Seventhly, No Commiſſion *ad Examinand' Teſtes* is to be Executed within *London* or 10 Miles of it, without Special Order to be obtained upon Affidavit of the parties inability to Travel, or other good Matter, and all Depoſitions ſo taken to be ſuperſeded, and ſuppreſſed *ipſo facto*, and not allowed to be Read as Evidence at Hearing, and the Parties herein offending to ſuffer as the Court, *&c.*

The Plaintiff is to have the firſt taking out and carriage of the Commiſſion: If there be default made by the Plaintiff, or his Commiſſioners Carriage of Commiſſion and Execution of it.

miſſioners in Execution thereof, he muſt pay the Defendant ſuch Coſts, as he or the Party who diſburſed the Money for him, ſhall make appear upon Oath, he was put to in Execution of the Commiſſion, and the Defendant ſhall have the next carriage.

Et ſic è contra. If the Defendant have the carriage of it and make default: If one ſide examins all his Witneſſes, and the other does not, but prays a new Commiſſion, if it be granted he ſhall bear the charge of the renewed Commiſſion both in Court and Country, and if the other ſide ſhall be admitted to Croſs-examin any other Witneſs of his own, then he ſhall bear his part of the charge.

If Commiſſioners on both ſides attend at the Executing of a Commiſſion, and one ſide examins no Witneſſes, he ſhall never do it afterwards: But it hath been otherwiſe, where Interrogatories are exhibited in Court before and not altered, and the Party maketh Oath, that neither he nor any for him have been informed of the Depoſitions on the other ſide, he (at whoſe inſtance a Commiſſion is renewed, and by whoſe default a former Commiſſion was not executed,) ſhall at his peril examin his Witneſſes by that renewed Commiſſion, or examin them in Coſt by the end of the Term wherein it is returnable, he who carries the Commiſſion muſt give, by a note left in writing under the Hand of his Commiſſioners, at the place of uſual abode of the other Parties, 14 days notice of the time and place for executing the ſame Commiſſion.

If no notice given, the Court will ſuppreſs all the Examinations, and grant the other ſide a new Commiſſion.

The

The Commiſſioners are but to examin to one Interrogatory at a time: They are to take what comes from the Witneſſes, in anſwer to what they are examined, and not upon ſight of the Interrogatories to let them ſet it down themſelves; but it is done otherwiſe in Court.

After they have been Examined, they may upon better thoughts amend the Examination. They may not depart after they have heard any Interrogatories read over; till they have perfected their Examination.

The Commiſſioners are to ſet their Hands to every Schedule, and ſend them up to Court, as taken, with a Certificate.

If they meet with any Obſtruction in the Execution, they muſt certifie that alſo; the Commiſſion when executed muſt be Returned up, and delivered in Court by one of the Commiſſioners, or one that muſt make Affidavit, that he had it from their Hands, and that it is not altered, to his knowledge.

If any one of the Commiſſioners commit a Miſdemeanor about Execution, the Party grieved, upon Oath of it may have an Attachment againſt him.

Where Witneſſes are ſerved and do not appear, a new Commiſſion will be granted on Oath made of it.

If Witneſſes appear not, an Attachment iſſues againſt them, unleſs they are impotent, and then a Commiſſion will be awarded to examin them where they are.

But they may refuſe before they have their Charges paid them.

Either Party after Anſwer put in, until Publication be paſt, may examin what Wit- Examining in Court.

neſſes they pleaſe in Court, before one of the Examiners.

But before the Anſwer comes, or after Publication is paſt, no Examination will be allowed, but upon Special Order, (which is after Publication,) and will not be granted without an Oath of the Party requiring the ſame; that he nor any for him hath ſeen, read or been informed, nor will ſee, hear, *&c.* any of the Depoſitions taken in the Cauſe, if the Court ſhall think fit to grant it, until his Witneſſes are examined; and thereupon if ſome good Cauſe be ſhewn, either upon Oath or Certificate of Commiſſioners, why the Party could not get his Witneſſes examined within the time limited; In ſuch Caſe it is ſometimes granted, by a time prefixed, with this Proviſo, that the Party ſhall not in the mean time ſee any of the ſaid former Examinations. And in ſuch caſe alſo Affidavit muſt be made, that he hath ſeveral, or ſuch and ſuch material Witneſſes to examin, which for ſuch Reaſons he could not examin at the Commiſſion in Court, and that he has not ſeen, *&c.*

No Witneſſes ſhall be examined in Court, without the privity of the Adverſe Party, to whom the Perſon ſo examined ſhall be ſhewn: And a note of his Name and Place of dwelling, delivered in Writing by thoſe that ſhall produce him to the Adverſe Parties Clerk in Court.

When Witneſſes are examined in Court, upon a Schedule of Interrogatories, there ſhall be no new Interrogatories put in to examin the ſame Witneſſes.

Quære, If not true in a Commiſſion.

A Witneſs may be examined in Court,

after the day of Publication, if he were ſworn before.

Examining in Court muſt be certain, not to pen their own Examinations, and to amend upon better thought as in a Commiſſion.

If any Witneſs will not confirm himſelf, the Examiner is to give notice thereof to the Clerk on the other ſide, and not to proceed further in the Examination, without his conſent or order in Court, to warrant his ſo doing.

The Examiner ſhall not examin any Witneſs, to invalidate the Credit of another, but by ſpecial Order, which is ſparingly to be granted; and upon Exceptions filed with the Examiner without Fee, and notice thereof given by the adverſe Party or his Clerk, together with a true Copy of the ſaid Exception, at the charge of the Party ſo examining.

The Examiner takes an Oath, not to make known directly or indirectly to the adverſe Party, or any other ſave the Deponent, who comes to be examined in any of the Interrogatories, to be examined upon an Examination by him taken, or remaining in the Examiners Office, or any Copy, Extract or Breviat thereof before Publication be paſt, and Copies taken, upon pain of Expulſion of the Clerk or Deputy that does it, and the Examiner to be anſwerable for ſuch Miſdemeanour, and to pay ſuch Coſts and Charges as are ſuſtained thereby.

The Plaintiff where his Witneſſes are aged or going to Sea, may Exhibit his Bill into this Court to examin them, and on the Defendants appearance may have a Commiſſion to examin them *de bene eſſe, &c.* in which Commiſſion Examining *de bene eſſe, &c.*

miſſion the Defendant may joyn, if any of the Witneſſes ſo examined dye before the Defendant anſwer, their Examination ſhall be made uſe of either here or at Law.

But when the Defendant hath anſwered, the Plaintiff muſt then examin them over again, and if he lets them dye before they be examined again, then he will loſe the benefit of the firſt Examination; and although the whole Bill be not anſwered, yet by reaſon of the Traverſe which puts all in Iſſue, he may examin to thoſe Points that are not anſwer'd.

Where a Defendant hath anſwered, and diſclaimed an Intereſt in the Matters in Queſtion, either Parties on Motion or Petition may examin ſuch Defendant *de bene eſſe*; but there will be a *Salvo* to the other ſide, for any juſt exception they can make at the hearing, againſt the reading ſuch Witneſſes.

Depoſitions. No Motion ſhall be made in Court, or by Petition for ſuppreſſing of Depoſitions irregularly taken, until the ſix Clerks in the Cauſe have been firſt attended with the complaint, and ſhall certifie the true State at the Foot to the Court, with their own Opinion, to which purpoſe a Rule for attending the ſix Clerks ſhall be entred of courſe with the Regiſter, at the deſire of the Party complaining, which ſhall warrant their Proceedings, and Certificate to the Court, unleſs the Attornies or Clerks ſhall not agree before them.

Where there are ſeveral Cauſes, which are meerly croſs Cauſes between the ſame Parties, touching the ſame Matter, there the Depoſitions of Witneſſes taken in one Cauſe may be uſed in the other without any motion; no Croſs Bill is to be put in after Publication.

If

If put in before, *Quære*, Whether the Cauſe may not be tried till both are heard together.

Reſp. As the nature of the Cauſe is.

Where either Party obtains an Order, to uſe the Depoſitions taken in another Cauſe, the adverſe Party may likewiſe uſe the ſame without Motion, unleſs upon Special Reaſon ſhewn to the Court by the Party, deſiring it may be inhibited by the ſame Order ſo to do.

No Letters or Notes not proved by Depoſitions, are to be made uſe of; but for Deeds and Copies of Record, upon Motion an Order may be had to prove them *viva voce* in Court.

Publication. When both Plaintiff and Defendant have examined what Witneſſes they pleaſe, and are ready to go to Hearing, then either of them muſt give the other a Rule for Publication, (*viz.*) a day is given to the Plaintiff or Defendant for Publication, upon the Commiſſion joyned: The day ſo given is one Week, which being expired, and no Cauſe ſhewn to the contrary, then Publication is granted; or elſe Publication may paſs by conſent, the Clerks ſetting their Hands to each others Books.

That after Witneſſes examined in Court, there ſhall be Two Rules given, (*viz.*) an Ordinary Rule, and then a day to ſhew cauſe why Publication ſhould not paſs.

Upon Return of a Commiſſion, one Rule only.

A *Subpœna ducens tecum*, is awarded where the Defendant hath confeſſed by his Anſwer, That he hath the Writings in his Hands.

Setting down and Hearing the Cauſe. To repair to the ſix Clerk in the Cauſe, at leaſt ſix days before the end of the Term, that he may inform himſelf of the ſtate of the Cauſe, of the long or ſhort dependance thereof in Court, of the Authority of Publication, of the weight and

value of the Cauſe, and all other Circumſtances materiall, to inform the Lord Keeper, or Maſter of the *Rolls:* And the Six Clerk cannot refuſe the Offer of the ſame to be ſet down, if he be attended at ſuch a time as aforeſaid, and comes not unprepared to the Lord Keeper, *&c.* of the Nature of the Cauſe; for which neither He, nor his Under-clerk, nor any Regiſter are to take any Fee or Reward; but may refuſe to ſet down till they are paid their Arrears, if any.

The day muſt be ſet down, according the priority of Publication.

No Cauſe muſt be preſented for Hearing the ſame Term, if Publication doth paſs, unleſs by conſent.

If the Plaintiff appears not, the Defendant is to be diſmiſſed with Coſts; if the Defendant does not appear, and Proceſs appears to have been duly ſerved, the Anſwer ſhall be read; and if the Court upon hearing ſhall find cauſe to decree for the Plaintiff, yet a day ſhall be given for the Defendant to ſhew cauſe againſt the ſame: But before he be admitted thereunto, he ſhall pay down to the Plaintiff or his Attorney, ſuch Coſts as the Court upon that hearing ſhall aſſeſs: And the Order ſhall be penned by the Regiſter accordingly, (*viz.*) *It is decreed, &c.* Unleſs the Defendant ſhall pay to the Plaintiff, or his Clerk in Court, Coſts, and ſhew good cauſe to the contrary. And the Defendant ſhall likewiſe produce a Certificate from the Plaintiff's Attorney in Court, that he hath paid the Coſts, or Affidavit of Tender and Refuſal.

If the Plaintiff doth not ſet down his cauſe for hearing, in two Terms after Publication paſſed, it may be ſet down *Ad Requiſitionem Defendentis.*

Where

Where either party are not ſatisfied with the Order made on the Hearing, on Petition ſigned by Council that ſhews Cauſe the Court will Rehear it.

If the party be in Town, he muſt be ſerved with a *Subpœna ad Audiendum*, Ten days before Hearing; if out of Twn fourteen days.

The Service is as upon a *Subpœna ad Reſpondendum.*

No Decree or Diſmiſſion ſhall be preſented to the Lord Keeper, or Maſter of the *Rolls*, to be Signed, before it be Siged by the Six Clerk, to whom it belongs, or his Deputy. Decree.

If made before the Maſter of the *Rolls*, or any of the Judges, it muſt be Signed by them firſt, afterwards by the Lord Keeper, and then Enrolled.

To be Signed and Enrolled before the firſt day after the next *Michaelmas* or *Eaſter* Term after the making it, without Special Licenſe of Court.

No Decree ſhall be binding to any, but thoſe who are ſerved with Proceſs *Ad Audiendum Judicium*, or that did appear *gratis.*

No Decree can be Croſſed, Altered or Explained upon a bare Petition only; and yet thereby it may for ſome Special Reaſons be ſtayed for a while, till it can be moved in Court.

A Decree enrolled cannot be reverſed, or altered but by Bill of Review, unleſs it be in caſe of Miſtaking, (*viz.*) not Error in valuing, but incumbring, when the Caſe is demonſtrative, and then it muſt be done by Order.

A Decree doth bind the Perſon; for where any doth refuſe to obey it; this Court will Impriſon him till he doth conform.

It doth bind the Right and Title to Lands and Goods, (*viz.*) by Sequeſtration and Injunction; the Purchaſor that comes in by Conveyance *bona*

ſide before the Bill is Exhibited, and is no party by Bill or Order, ſhall not be bound.

But where a Man comes in (*pendente lite*) and without any colour of Privity or Allowance by the Court, there it ſhall regularly bind him; yet if there hath been an Intermiſſion in the Suit, or the Court be acquainted with the Conveyance, the Court is to give Order in it.

Diſmiſſion. Diſmiſſion is prayed by Motion, and had upon plea to the Bill, hearing the Cauſe, and not after an Examination and Publication, before Hearing and upon Order is continuing of Proſecution.

Where the Plaintiff diſcontinues his Proſecution, after all the Defendants have anſwered above the ſpace of three Terms, the Cauſe is to be diſmiſſed of courſe; but after Replication put in, it cannot be diſmiſſed without Order upon Motion.

Where the Cauſe is diſmiſſed upon a full Hearing, and Signed and Enrolled, it cannot be again retained, or a new Bill admitted, but where there is new Matter.

Where the Bill is newly diſmiſſed of Courſe, or by Order, no Motion will be heard to retain it, till the Coſts aſſeſſed upon the Dimiſſion be paid, and certified from the Attorney of the other ſide that it is done.

No Diſmiſſion, or Retainer upon a Diſmiſſion, will be granted upon a bare Petition only; but for Cauſes of Diſmiſſion, the Court will retain or diſmiſs as they ſee cauſe.

Diſmiſſion upon Anſwer pays ſeven Nobles Coſts.

Where the Plaintiff ſues the Defendant at Law for the ſame matter in his Bill, and having firſt anſwered, upon Motion, and Service of the Clerk in Court, and Attorney at Law, the Plaintiff ſhall

all be put to his Election in which Court he ill proceed; and if he makes not his Election in ght days, the Bill is on Motion and Affidavit of rvice, diſmiſſed with ſeven Nobles Coſts.

When any perſon Exhibits a Bill in *Chancery*, nd dies (*pendente lite*,) whoever hath the Intereſt the thing complained for, whether Heir, Exe- tor or Adminiſtrator, may put in a Bill of Re- vor againſt the Defendant; or in caſe the De- nt die, the Plaintiff may Exhibit his Bill of Re- vor againſt the Heirs, Executors or Adminiſtra- rs of the deceaſed, or to whom Right deſcends, muſt purſue the firſt Bill; for where there is any riance between them, the Defendant may De- ur, and the Bill will be diſmiſſed. Bill of Re vivor.

A Bill exhibited againſt a Man and Wife, where e Matter wholly concerns the Wife, they both nſwer, and the Husband dies; in this caſe a Bill Revivor muſt be brought againſt the Woman. nd the Reaſon is, for that ſhe ſhall not be con- rained to abide by that Anſwer, which ſhe to- ether with her Husband, as Wife to the Man Sole, hath formerly made; for that ſhe was en under Coverture; and in caſe ſhe continues iſed *in ſtatu quo*, it is at her Election, whether e will abide by that Anſwer ſhe made, or not.

A Bill againſt a Feme Sole; ſhe Anſwers, and af- rwards (*pendente lite*) Marries: Here the Plaintiff ay proceed againſt Her and her Husband, and all need no Bill of Revivor: And here the Huſ- nd ſhall be bound by her Anſwer, whilſt a eme Sole, for that ſhe ſhall not take advantage r ſelf by her own Act.

E contra, if a Feme Sole Exhibits a Bill and arries; becauſe ſhe hath abated her own Suit by er own Act of Marrying, of which the Defen- ant may take advantage; ſhe and her Husband uſt therefore Exhibit a Bill of Revivor.

A

A Bill by Man and Wife, the Defendant Anſwers, afterwards the Man dies; whether ſhe will Exhibit a New Bill, or proceed on the Old, it is at her choice.

A Bill by Two ſeiſed of Joynt Eſtates, or Executors of one Will, or Obligees or Obligors; the Defendant Anſwers, and after one of them dies; here the Survivor may proceed without Reviving.

Adminiſtrators *durante minori Ætate* Exhibit a Bill, *Interim* the Infant comes of Age; needs no Bill of Revivor.

Bill of Revivor puts the Suit in the ſame plight as before the Death of the party.

Affidavit. The Maſter Extraordinary ſhall not, within 20 Miles of *London*, take an Affidavit, or Acknowledgment, or Recognizances, or do any other Act incident to the place of a Maſter; and to the end this Rule may be obeyed, every Maſter is to expreſs the Name of the Town where ſuch Affidavit, *&c.* is taken, otherwiſe the ſame ſhall not be Authentick.

It muſt alſo be filed, before any uſe can be made of it in Court.

If upon a Motion, they muſt not File it till the Night before the Motion, that the other Side may have no Copy.

Affidavit of Service of a *Subpœna* or *Injunction*, muſt be made according to the Service, *viz.* That he delivered the *Subpœna* to the Defendant; or, That he ſhewed the *Subpœna* to the Defendant under the Seal of the Court, and delivered him a Note of the day of his Appearance; or, a Label of the *Subpœna*.

That he left it at the Dwelling or Lodging where he moſt abides; or, That he heard the Defendant confeſs, he was ſerved with a *Subpœna*.

Or,

r, That he ſaw another [naming him] to
e the Writ, as before, the time and place,
alſo the Return of the Writ muſt be inſerted;
if the Affidavit do not prove a good Service,
Attachment can be had.

o Endeavour to procure each ſeveral Proceſs duly ſerved and executed upon the Party ecuted, and his wilful default hereing appear- to the Court, he ſhall pay good Coſts to the y grieved, and loſe the benefit of the Proceſs rned with ſuch endeavour. Proceſs.

o Proceſs is to be Returned by the Sheriff, *Non eſt inventus*, unleſs it be made into the nty where the party lives; but any perſon be arreſted upon Proceſs in any place where an be met with.

ffidavit being made of the Contempt, (*viz.*) *davit of, &c.* there iſſues an Attachment. Attachment.

muſt be entred in the Houſe-Book of the *Clerks Office*, and likewiſe in the Regiſters k, expreſſing the cauſe of iſſuing it.

The Husband appeared and not the Wife, an achment iſſued againſt them both. *Abell*'s Caſe, *Eliz. Cary* 19 *Eliz.* 32,72,79,94,105.

Upon the Attachment returned *Non eſt inventus*, re Iſſues an Attachment with Proclamation. Attachment with Proclamation.

Upon * the Return of the Attachment with clamation, there iſſues a Commiſſion of Re- ion. * Commiſſion of Rebellion.

t is always directed to Private Perſons. *Cage Elmington, Trin.* 30 *Jac.* 1. *Tothill* 37.

Where thoſe Private Perſons who are made mmiſſioners, having taken the Perſon in Con- pt, ſuffer him to Eſcape, they themſelves will ommitted, till they bring him in. *Tothill* 38. *heverell* contra *Sacheverel, Hill.* 18 *Jac.* 1.

If

If any one reſcue a Perſon taken upon a Co miſſion of Rebellion, the Reſcuers to be co mitted.

Where the Commiſſioners let the Party Contempt to go where he liſt, whereby he ma an Eſcape, they were ordered to be commit till they pay the Debt. *Nelſton* contra *Yelver Trin.* 18 *Jac.* 1. *Tothill* 39.

Serjeant at Arms. Where the Party appears not, but ſtands ſt ther out in Contempt, a Serjeant at Arms m be ſent to take him; and if he cannot take hi or that he perſiſt in his Contempt, in ſuch caſe Sequeſtration and Injunction for the Profits of Land, to be delivered to the Plaintiff by t Sheriff, or other Commiſſioners for that purpoſe

There muſt be fifteen Days between the Te and the Return of every Proceſs; and after t Proceſs returned, the ſucceeding goes preſentl

When the Party is taken upon the Proceſs, muſt either give Bond, or enter an Appearan with the Regiſter.

If the Sheriffs does not make this Return, t Court will amerce him. *Cary* 44,77,78. *Tothill*

Firſt, Amerciament is five Pounds, and af double.

Secondly, It is to be levied by Eſtreating it to the *Exchequer.*

An Attachment duly gotten may not be d charged, till the Defendant has paid ten ſhillin Coſts: And every ſucceeding Proceſs double and upon payment thereof, and Filing his An ſwer, Plea and Demurrer, he is to be diſcharg of Courſe.

Contempts. In caſe of Contempts upon force, or ill wor uſed upon ſerving of Proceſs, and other words Scandal to the Court, if it be proved upon Af davit, the Party forthwith upon Motion will committed, if the words ſpoken deſerve it. Co

temp

pts againſt the Orders and Decrees of the rt are proſecuted as follow. Firſt, An Atment goes forth upon Affidavit made of the ntempt, then the Party being taken, is to Examined upon Interrogatories, which are lly upon Motion referred to a Maſter in *ncery*.

The Contemptors coming in *gratis*, or upon ceſs, ſhould give notice to the Clerk of the r ſide of his Appearance, and then if there be Interrogatories put in within eight Days, or g examined, if no reference of the Examina- or Commiſſion taken out of the other ſide, Witneſſes examined to prove the Contempt Month, the Contemptors ſhall be diſcharg- and ſhall recover Coſts taxed by a Maſter hout Motion.

n Proſecution of a Contempt for breach of Order of the Court, or otherwiſe grounded n an Affidavit, the Interrogatories ſhall not extended to any other Matter, than what is v comprehended in that Affidavit or Order.

And if any other ſhall be exhibited, the Party mined may for that reaſon Demur unto them, refuſe to Anſwer them.

If after Appearance and Interrogatories exhied, the Party appearing ſhall depart before he examined, without leave of the Court, he is on Motion, and Certificate from the Commiſners to ſtand committed, unleſs he be examin- by ſuch a day as the Court on ſuch Motion l appoint; and is not to be diſcharged until he h been examined, and cleared of his Contempt; l if upon his Examination, or by Proceſs he found in Contempt, he ſhall clear his Conmpt, and pay the Proſecutors their Coſts be- e he be diſcharged of his Impriſonment. nd although he be cleared of his Contempt,

yet he ſhall have no Coſts, in regard of his di
bedience.

No Execution can be taken out upon a Tr
at Law directed by the Court, but by Special O
der, and if he doth he ſhall be committed.

Where the Contempt is denied, and not clear
proved by Examination, the Proſecutors m
name one Commiſſioner to be preſent at the Ex
mination, and may croſs examin the Witneſſ
produced againſt him, but is not to examin a
Witneſſes on his own part, unleſs he ſhall ſatis
the Court, touching ſome matter of fact neceſ
ry to be proved, for clearing the truth: In whi
caſe the Court, if there be cauſe will give leave
examin to ſuch particular Points ſet down, a
the other ſide may croſs examin ſuch Witneſſe
but the Interrogatories on both ſides are to be i
cluded in the Commiſſion.

Upon every Examination, and proof of Co
tempt referred to a Maſter, the Maſter in h
Certificate to the Court thereof ſhall likewiſe a
ſeſs, and certifie the Coſts without Order or M
tion.

Commitment. Where Oath ſhall be made of Miſdemeanour, i
beating and abuſing the Party upon ſerving Pr
ceſs or Order of Court, the Party ſhall ſtand com
mitted upon Motion: And no Examination is
that caſe to be admitted.

When Affidavit ſhall be made by two Perſon
of Scandalous or Contemptuous Words againſt t
Court on Proceſs, the Parties offending ſhall like
wiſe ſtand committed upon Motion without fu
ther Examination; and a ſingle Affidavit ſhall b
ſufficient in that caſe to ground an Attachmen
whereupon ſuch Perſons ſhall be brought in to b
examined: And if the Miſdemeanour ſhall b
confeſt or proved, he ſhall ſtand committed till h
ſatisfie the Court, and pay the Proſecutos thei
Coſts.

An

And if he ſhall not be found Guilty by the oath of the Party, he ſhall be diſcharged; but without Coſts, in reſpect of Oath made againſt him.

Impriſonment upon Contempt for Matter paſt, may be diſcharged of Grace, after ſufficient Impriſonment, or may be otherwiſe diſpenſed withal.

But where the Impriſonment ſhall be, for Non-performance of an Order of Court in force; then the Perſon ſo in Contempt ought not to be diſcharged, except he firſt obey, only the Court may firſt diſpenſe with the Contempt for time.

Injunction.

It is either to ſtop proceedings at Common Law, which is the general acceptation, or elſe to gain the poſſeſſion of Land.

In ſome Caſes it is ſubſequent to the Decreee.

The Court on filing the Bill, before any *Subpœna* ſerved, or Affidavit that the Defendant commits Waſt, will grant an Injunction; where it ſtays proceedings at Law, in ſome caſes where Iſſue is before joyned, it gives leave to go to Trial and Judgment, but ſtays Execution.

Where the Matter of Law is tried, it bars them from Judgment.

Where there is Judgment and that Executed, it will ſtay the Money in the Sheriff's Hands.

It is procured either upon ſome Writing, or Matter of Record plainly appearing, or upon any old Debt that has ſlept long, the Creditors and Debtors being both dead, where the Defendant both not appear, but ſits an Attachmant.

If he appears, and anſwers not the Bill, or confeſſes ſo much as is inſufficient, where either the Defendant is beyond the Seas, or being in the Kingdom, abſents himſelf ſo that he cannot be ſerved, then the Court will order a *Subpœna* to be

be left with his Attorney at Law, which ſhall b allowed as ſerved on the Party, and an Injunctio will be had againſt him by the ſame Rules, as i he were preſent.

Where the Defendant ſwears a certain Sum o Money due to him by his Anſwer, the Court wi not grant an Injunction without bringing it int Court; and gives time to bring it in accordin to the diſtance of the Party, *&c.* and to ſtay i the mean time.

Where Timber is unjuſtly felled, Antient Mea dow ground plowed up not in 20 Years before or for Maintenance of Incloſures kept in 20 Yea before, there it is grantable according to th Caſe.

Where an Injunction is granted to give Poſſeſ ſion, it is granted of Houſe and Lands only, an not of Rights or ſuch like, and it is not to b granted before the hearing of the Cauſe, unle upon Oath that the Party was in Poſſeſſion at th time of the Bill put in, and then only if that Po ſeſſion be had then and 3 Years before, and a the time of the Motion, and not to be extende to the Poſſeſſion of thoſe from whom he claim and this ſhall not hinder the Defendant's Suit i Law, making of Leaſe, taking of a Declaration *&c.* and Injunction where the Plaintiff delays hi Suit, to be diſſolved again.

Injunction. Where grantable.

Where it is granted upon Merit of the Cauſe or upon Special Cauſe in Equity, it is to ſtand til Hearing, unleſs the Plaintiff delays his Suit.

How ſerved.

How diſſolved.

The Injunction muſt be ſerved either on the Party himſelf, his Councellor, Attorney or Sol licitor, as the Law requires, and the ſerving it i by delivering a Copy, and ſhewing the Writ.

Where the Injunction is diſobeyed, Proceſs o Contempt goes out as in other Caſes.

If the Injunction be for want of an Anſwer, Certificate muſt be, that the Anſwer is filed: And unleſs further Cauſe ſhewn, 'twill be diſſolved upon Motion.

Note, Notice muſt be given to the Plaintiff's Clerk two Days before Motion, as in other Caſes; and if no Cauſe ſhewn on the Days appointed, it may be moved again a little before the Court riſes to make the former Order abſolute; if in Term, and a Rolls day, it muſt be moved there. Note.

There muſt be Affidavit of Service, if not given to the Councel before he move, muſt be ſhewn to the Regiſter before the Order can be drawn up, in caſe it can be granted.

The Matters briefly under Reference are inſufficient Anſwers, or Matters of Account, Contempt or Abuſe of the Court. References.

Where there is a Plea to the Juriſdicton of the Court, there no Reference may be had to Anſwer, but it muſt be heard before the Lord Keeper himſelf.

After the Maſter has ſeen the Order, he uſually grants out a Warrant, which is ſerved on the Clerk on the other ſide, whereby he gives notice of thē time of his hearing thē Cauſe, where the other ſide may with their Counſellors and Solliciters, as they ſee Cauſe attend: If they do not, he grants a ſecond Warrant peremptory, and if they attend not on that if preſſed by the other ſide, he may make a Report *ex parte*.

The Report it ſelf is very brief, and with ſome Opinion if the Caſe be not very doubtful: And if ſo, then it muſt ſet forth the Special Cauſe. Reports.

The Report of the Maſter upon Reference, muſt not exceed the Order of Reference.

In all Matters referred to a Maſter, their Certificate not being to ground a Decree, if poſitive, is to ſtand, and Proceſs may be taken out to inforce

a performance thereof without further Motion, unleſs the adverſe Party obtain ſome Order in Court, to controul or ſuſpend the ſame: And in caſe of an inſufficient Anſwer certified by the Maſter, the Plaintiff may immediately take out Proceſs againſt the Defendant for Coſts, and to make a better Anſwer.

If caſe of Appeal from Certificate or Report, he muſt File his Exceptions thereto with the Regiſter, and depoſit with him 40 ſhillings, and obtain an Order for ſtay of proceedings upon the Report, and if the Court ſhall not alter the Maſter's Report, then the 40 ſhillings depoſited, to be paid to the Party defending the ſame, with ſuch increaſe as the Court ſhall find cauſe to impoſe, otherwiſe to be reſtored to the Party appealing, and both without charge.

Upon the depoſiting the 40 ſhilling, the Regiſter gives a Certificate, for which he hath one ſhilling, and upon Motion and producing the Certificate, the Court will order a ſtay of proceedings.

A Report before Hearing is.

A Report after Hearing is, 25 s.

Motions. In what Caſes Notice muſt be given, To diſſolve an Injunction, To diſcharge an Order, And to obtain an Injunction upon the Merits.

How long time for notice, (*viz.*) two Days. In what Caſes it muſt be perſonal, to take Money out of the Court.

If moved without notice, the Court gives Day to ſhew Cauſe.

What Fees are paid upon a Motion. None.

It is ordered, That a Report be confirmed *Nisi cauſa, &c.* on the ſecond Seal.

1. Quære

1. Quære, *If no Cauſe ſhewn, whether it ſtands ipſo facto Confirmed, or needs a ſecond Motion?* Q.

Anſwer, You muſt produce Affidavit of Notice, and a Certificate from the Regiſter, that there is no Cauſe ſhewn. R.

2. Quære, *If a ſecond Motion, with Certificate to be given of Notice; or whether it may be moved without?* Q.

Anſwer, You muſt produce Affidavit of Notice, and a Certificate from the Regiſter, that there is no Cauſe ſhewn. R.

3. Quære, *If a ſecond Motion, whether it may not be moved at the latter end of the ſecond Seal, there being no Cauſe ſhewn?* Q.

Anſwer, It may be moved at the Riſing of the Court, and it will be granted, if Cauſe be not ſhewn before the Court Riſes, on Affidavit only, without Certificate. R.

4. Quære, *If a Report or Order be confirmed by Motion, and good Equity afterwards appear againſt it, what Courſe is to be taken to ſet it aſide?* Q.

Anſwer, Firſt, Report needs Confirming; but that is to ground a Decree: Then if there be a Decree, the Report ſigned and enrolled, it cannot be altered but by Bill of Review. R.

But if there be no Decree enrolled on the Report, the Court according to the Exigency of the Caſe, it may be, will admit of Exceptions to the Report; but it is not eaſily done.

Where an Order ſhall be made, and the Court not informed of the laſt material Order, no benefit ſhall be taken by ſuch Order, as being ſurreptitiouſly procured; and to that end the Regiſter ſhall mention the laſt former Order in the preſent Order. Orders.

An Order made of the General Rule, muſt ſet down the Special Reaſons of it.

No Order ſhall be explained by Petition, but by publick Motion, both parties being heard.

All Orders drawn up by the Regiſters, are to be entred under the Regiſters Hand in due time.

Where the Defendant and the Plaintiff agree it, an Order may be drawn by conſent, the Clerk of the Cauſe keeping of it by him for his Warrant, and paſſes a Copy; if there be a miſtake in the Notes, it is to be helped by Motion.

.ving up Orders. If the other ſide beſpeak a Copy, four Days are allowed to Return it.

If the Regiſter do not paſs the Order according to the Direction of the Court on Petition, the the Lord Keeper or Maſter of the *Rolls* before whom it was made, may appoint a time for both Sides with the Regiſter, to attend the ſetling of it.

Suit in Forma Pauperis. The Courſe to obtain the Admiſſion, is by way of Petition to the Lord Keeper or Maſter of the *Rolls* who Subſcribes it, the party having made Oath that he is not worth five pounds, and aſſigns him Counſel and Attorney.

The Counſel and Attorney for *Paupers* may not refuſe, but muſt attend their Buſineſs, unleſs they ſhew cauſe to the Court why they cannot do ſo. They muſt always have their Order of Admiſſion with them, and firſt move, before any other move: And it hinders not, but that they may, if they have any other Motion, make it afterwards. No Counſel, Attorney or Officer of Court, appointed to be for a *Pauper*, is to take or contract for any thing of him: And the *Pauper* that can be proved to have given or contracted is *Depauperated* for ever.

If a *Pauper* ſell or contract for his Suit, or any part thereof, his Bill ſhall be diſmiſſed, and never after retained.

Examining in *Perpetuam rei memor'*.

Firſt, To Exhibit a Bill, and ſhew a Title to the thing, and that the Witneſſes to prove it are Old, and not like to live long, whereby he is in danger to loſe it; and then pray a Commiſſion into the Country to examine them, and a *Subpœna* to the parties intereſſed, to ſhew cauſe if they can to the contrary.

The Depoſitions ſhall not be made uſe of, or given in Evidence againſt any other but the Defendants, who were warned to defend it; or ſome claiming under him, or them ſome Intereſt which accrued to him after the Bill preferred. *Tothil.* 189, 190, 191, 192.

Execution of a Decree.

Firſt, Serve the party with the Decree it ſelf, under Seal of the Court, by delivering a Copy thereof, and ſhewing him the Seal; and if he do not yield Obedience, take out Proceſs of Contempt, as in other Caſes.

The party being taken, is to be ſtraitly Impriſoned, and not to be at liberty till he obey, (*viz.*) That he perform that part of the Decree, which is preſently to be done, and give Security to perform that part which is to be done for the future.

Where the Decree is for payment of a Sum of Money, it muſt be demanded by the Plaintiff himſelf, or he that ſerved it muſt have a Letter of Attorney to receive it. Where the Decree is for Land, and the party remains obſtinate after his Impriſonment, the Court doth uſe to grant an Injunction for the poſſeſſion, the Decree being diſobeyed.

After it is ſerved, and Oath made thereof; the Court will grant a Commiſſion to ſome Juſtices, and (if need be) a Writ of Aſſiſtance to the Sheriff to put him in Priſon. *Cary* 23, 3, 4. *Tothill.* 56, 57.

Where this Injunction is granted for poſſeſſion of Lands, and the party ſits out all the Proceſs of Contempt, and cannot be found out by the Serjeant at Arms, or makes a Reſcue, a Sequeſtration ſhall be granted of the Land. *Tothil* 107.

This Sequeſtration is ſometimes granted as well of Goods, as the profits of a Man's Lands, and that for his wilfulneſs in ſtanding in Contempt, as well where it is for diſcharge and payment of Debts and Duties, as where the Decree is for payment of a Sum of Money.

To prove a Will in *Chancery*.

Firſt, Note the occaſion of it; it is only where Lands are deviſed by Will, and if ſuch Will be not proved in *Chancery* the Deviſe is void.

The way is firſt, to Exhibit a Bill againſt the Heir at Law, which muſt ſet forth the Will.

The Defendant having anſwered muſt proceed to Iſſue, as in other Cauſes, and then Examine the Witneſſes to it, or prove their Hands.

The Will muſt be put into the Examiners Office, where it is to remain; and Publication being paſt, the Cauſe is at an end.

Bill of Review.

It ſhall not be granted, unleſs the Decree be firſt obeyed and performed.

No Bill of Review ſhall be put in, except the party that prefers it enter into Recognizance with Sureties, for ſatisfying of Coſts and Damage for delay, if it be found againſt him.

Where a Cauſe is diſmiſt upon a full Hearing, and the Diſmiſſion Signed and Enrolled, it cannot be retained again but by Bill of Review, and that in ſome Special Caſes.

If a Decree be made againſt an Infant, not allowing him time to ſhew the Cauſe after he comes of Age, 'tis Error.

No

No Bill of Review is grantable, but upon Error in Law, appearing in the Body of the Decree it ſelf, without Averment or further Examination of any Matter of Fact, which might have been had at the time of the Decree, unleſs he there ſhew new Matter which had riſen in time after the Decree, whereof the Plaintiff could not have advantage before; and then upon Oath made, that there is a diſcovery of ſuch new Matter, this Bill by leave of the Court may be Exhibited.

Where the Decree is to yield poſſeſſion of Lands, deliver Writings, or pay Money, he muſt firſt perform this.

If the Decree be to Extinguiſh a Right, convey Lands, releaſe a Debt, acknowledge Satisfaction, or to conceal Records or Evidences, or the like, it may be ſtayed by Order of the Court till the Bill of Review be determined.

No Witneſſes, which either were or might have been examined upon the former Bill, ſhall upon the Bill of Review be examined to any Matter. *Cothill* 173.

If the Parties be in Privity of Blood to the firſt Parties, (*viz.*) as Heirs, or in Privity of Contract, as Executor or Adminiſtrator, it may be Revived by a *Subpœna*, in nature of a *Scire facias*, which is to be ſerved two days before the Return; and if no Cauſe be ſhewn at the Return of the *Subpœna*, it will be ordered to ſtand Revived. To Revive a Decree.

If neither in Privity of Blood nor Contract, it muſt be revived by an Original Bill.

An Aſſignee cannot Revive.

CASES in *Chancery.*

IF the Executor voluntarily pay a Legacy, and after Debts appear, he cannot compel the Legatee in Equity to refund.

If a Man pay his Debt voluntarily to the Bankrupt, he muſt pay it again: But if recovered by compulſion of Law; *aliter.*

Though an Executor aſſent to the Demiſe of a Term, and after Debts appear, and Aſſets are wanting, the Creditor ſhall in Equity have the Term.

A. gives Seven hundred pounds to the Children of her Daughter, and wills it to be paid among them after the deceaſe of her Daughter, and that the Daughter ſhall have the Intereſt during her life: The Daughter has three Children at the deceaſe of *A.* and hath and Child more after; one of the three Children dies, and *J. S.* takes Adminiſtration of his Eſtate, and then the Daughter dies.

Lord Chancellor held, That the Child born after the Deviſors death, could have no benefit of the Deviſe, becauſe that this was a preſent Deviſe *ſolvend' in futuro*, and the words [*Among them*] apportion the thing; and the Adminiſtrator of the dying Child ſhall have a ſhare, for it was a Deviſe in Common.

Bill againſt one by the Name of *Aſhby*, Defendant pleads his Name is *Aſhly*, but Over-ruled; for he having appeared by that Name, he cannot now plead in Abatement to the Miſnomer.

Bill

Bill exhibited to have a new Trial, in regard at at the time of the formal Trial his Witneſſes ere in *France*, and could not be had here at the me of the former Trial. But the Verdict was eaded and allowed, for elſe no end of Suits; t before the Trial the Court would have ſtayed em.

Where the Mortgagee Exhibits his Bill, to com-l the Mortagor to redeem, or to forecloſe him: the Mortgagor redeem, he muſt pay all Coſts; t if he redeem not, the Mortgagee ſhall reco-r none.

If one Demiſe in Fee, and then leaſe for years; is is only a Revocation *quoad* the Term.

If Truſtee refuſe to Execute a Truſt, this Court ill Execute it in his ſtead.

If a Leaſe for 30 years be made to *A.* rendring ent, with Clauſe of Re-entry, if it be in Arrear, . Leaſes part to *B.* rendring Rent, and after *A.* eglects to pay his Rent to the firſt Leſſor, ſo as e Re-enters and avoids the firſt Leaſe, and by-onſequence the Leaſe to *B.* If the Leſſor make new Leaſe to *A.* he ſhall be compelled to make new Leaſe to *B.* for ſo many years as were to e expired of his Leaſe.

If a Feme Covert comes into *Chancery*, and is xamined, and Conſents to a Decree, it ſhall ind her, as well as a Fine upon Examination of er in the *Common Pleas.*

A Freeman of *London* purchaſes a Leaſe for ears of ſome Houſes in *London* for Seven hun-red pounds, and afterwards for One hundred ounds more buys in the Inheritance, and takes he Conveyance of it in another's Name, in Truſt, or him and his Heirs, and dies.

The Queſtion was, Whether this Leaſe be within the Cuſtom of *London*, to be deviſed as a Chattel:

Chattel: For they agreed, That a Leaſe for yars aſſigned over to attend the Inheritance, is not within it: And the Chancellor's Opinion was, That no more is this Leaſe, for it knit to the Inheritance.

Hill. 1682.

Agreed to be the Practice of the Court of *Chancery*, that if the Mortgagee lends more Money upon the Mortgagor's Bond, he ſhall not redeem without he pay off the Bond too. And ſo if *A.* Mortgage to *B. Black-Acre*, which happens to be ſcarcely worth the Money lent upon it; and *A.* alſo Mortgages to *B. White-Acre*, which is much better than the Mortgage Money: If he Exhibits his Bill to Redeem both, he ſhall redeem both or none; but *aliter* in caſe of two Bonds.

Legacies given to *A. B. C.* to be raiſed out of the Perſonal Eſtate, and out of the profits of a Leaſe, the Legacy to *A.* to be firſt paid. Reſolved, That the words [*To be firſt paid*] are only in reſpect of Time, and not to the intent that *A.* ſhall be entirely paid, though there be not enough for ſatisfaction of other Legacies, but they ſhall Abate all proportionably. And ſo it is of a Limitation, for payment of younger Childrens Portions; but if the Eſtate, after ſome are paid, become deficient by the fraud or ill managment of the Truſtees where it was ſufficient at the firſt; there the Legatees or Children that were firſt paid ſhall not refund.

Specifick Legacies muſt contribute towards payment of Debts; but not to other Legacies, if the Eſtate fall ſhort.

A. being indebted, Conveys to *B.* provided if *B.* pay not his Debts within ſeven years, the Eſtate to be void, the Creditors bring their Bill to compel

pel a preſent ſatisfaction out of the Lands, decreed they ſhall; and the Defendant hath Debtors to have them paid preſently, and perſon diſcharged.

. by his Will gives Eight hundred pounds to C. e paid by his Executors, when C. ſhall attain e and twenty years of Age; the Infant by Guardian Exhibits a Bill to have the Legacy red; and decreed accordingly.

he Lord Keeper *North* declared, That he would obſerve this as a Rule, That where there is an Injunction till Anſwer, and an Anſwer comes in, by which it appears there are Moneys due to the Defendant; though the Anſwer be ruled inſufficient upon Exceptions, yet he will not continue the Injunction, but prays he may examine, to preſerve Teſtimony. And this held ill upon Demurrer, becauſe not ſhewn to what he would examine.

4 *Jan.* 1684. *Bleſco* contra *Sawyer.*

itur,

y Counſel, That if a Woman ſave Money out ner ſeparate Maintenance, ſhe may give it to om ſhe pleaſes.

In the Caſe of the Lady Danby,

itur,

hat if one be Intituled to Dower, ſhe ſhall eem the whole; for it ſhan't be Redeemed arcels.

T. pur-

T. purchaſes of *A.* and pays part of the Money, and gives Bond for the reſt, and an Agreement is in the Bill, That *A.* ſhall keep the Deeds till all the Money be paid; *T.* becomes Bankrupt, and Aſſignees of Commiſſioners bring a Bill for to have the Writings delivered up.

Lord Keeper, If there were no ſuch Agreement, yet by a Natural Equity he may keep them till the Purchaſe-money is paid, and you cannot have them till that is done.

WRITS.

WRITS
AND OTHER
PROCESS
IN THE
HIGH COURT
OF
Chancery.

A Subpœna for the Defendant to appear, and bring in ſuch Writings as he hath confeſſed in his Anſwer.

ANna Regina, &c. T. D. ſalutm Quibuſdm certis de cauſis coram nob in Canc nrâ ꝓpoſitis Tibi mandamus firmiꝯ injungend' qd' omnibus aliis ꝑtermiſſis & excuſationē quacunq; ceſſan' in ꝓpria ꝑſona tua ſis coram nob

nob in Canc nostra, &c. ubicunq; tunc fuerit pr
ferens tecum tunc & ibm in dicta Canc nra
quedam facta & scripta que p responsionem tua
ad querimon' A. B. nuper in Cancellaria nr
exhitam in manibus & custod' tuis remanen
confessus es vel tunc & ibm bonam & sufficie
tem causam in contrariu inde ostendend' vel
stendi faciend' juxta direckonem cujusdam ord
nis in eadm Cur Canc nrd inc dice Quer
pfat Defend' fact & reddit geren' dat decim
die Novembris, &c. Teste, &c.

Subpœna to pay Costs for not putting in a Bill.

Anna Regina, &c. A. B. saltm pcipimus tib
firmit injungen' qd' immediate post receptonem
hujus bris nrd vel notic inde per te habit sol
vat seu solvi fac W. D. aut latori hujus bris i
hac pte assign' (tal summam) legalis mone
Anglie super te taxat & assessat p Cur Canc
nostr apud Westm pro missis & custag suis qu
sustinuit ockone comparencie sue super pcess d
Subpena ad sectam pfat A. B. & nulla Bill
supinde exhibit Et hoc nullatenus omitt Sub
pena, &c.

Subpœna to hear Judgment.

Anna Regina, &c. R. J. saltm pcipimus vo
vis firmit injungen' qd' excusatone quacunq; ce
san' in ppr' persons vris sitis coram nob in
Canc nrd, &c. ubicunq; tunc fuerit (tali die &
sessione) ad audiend' judicium & finalem deter
minatonem, &c. int M. N. Quer' & te pfat R. J.
Defend' adhuc indeterminat pendent Et hoc nul
latenus omitt, &c.

Sub-

J

ubpœna to ſhew Cauſe why a Decree ſhould not be revived.

Anna Regina, &c. W.B. ſalutm Quibuſdm
rtis de cauſis coram nob in Canc nrâ propo-
is tibi pcipimus firmiꝫ injungend' qd omnib'
is ptermiſſis & excuſacone quacunq; ceſſand
ppe perſona tua ſis coram nob in dice Canc
d (tali die) ubicunq; tunc fuerit ad oſtendend
nam & ſufficiene cauſam quare quoddm De-
e & pcels ſup eodm verſus te in pdcam Canc
d antehac fact non revivificar fozent inc A.B.
er & te pfat Defend gerend dar (tali die) ulc
eterit & ad ulterius faciend & recipiend quod
d Cur nrâ Canc pd' in ea parte cons Ceſſe, &c.

Injunction to ſtay proceedings at Common Law, for not appearing.

Anna Regina, &c. W. B. ac omnib; &
gulis Conſiliar Attozn & Sollicitar ſuis qui-
ſcunq; & cozum cuilibt ſaltem Oſtens eſt no-
s in Curia Cancellar noſtr ex parte A.B. quer
cum ipo quer per quandm ſuam querimoñ
coram nobis in Curia nrâ pdict' verſus te pfat
A. B. nuper exhibit relevin ſibi petivit ad-
beri de & concernen materiis in eadm contenc
tu pfat defend' cum bzi nrâ de Subpena de-
e inſervit exiſten nondum comperuiſti ſed in
ntempe dict Curie ſiſtis velut per Sacra-
ene ſatis fidedignum apparet unde verſus te
manat eſt bzeve noſtrum de Attach Interim
ro ſecd ad Communem Legem p materiis
dictis pzoſequeris minus juſte ut accepimus
os ad hec conſideracionem bentes tibi rigitur pze-
t W.B. ac vobis pfat Conſiliar Attozn & Solli-

Sollicitatoribꝫ tuis & vestrum cuilibet subpena ducentar' libꝛarum de Terris Bonis & Catal lis vris & cujuslibt vestrum ad opus nostrum levand' firmit injungend' ꝓcipimus qd' ab om ni ulteriozi ꝓsecucone quacunqꝫ ad Communem Legem de ꝓzo vel concernen aliquib⁹ materiis in queremon ꝓdict' contene & specificat desistat & quilibt vestrum desistat donec & quousqꝫ C ꝓfat defend' queremon ꝓdice dicete & perfec responderis & ꝓzo contempt tuo satisfeceris di ctaqꝫ Curia nostra aliter ozdinaverit in hac pa te Et hoc subpena ꝓdice, &c.

An Injunction for the insufficiency of the Defen dants Answer.

Anna Regina, &c. M. N. ac Consiliar', &c. stens est nobis in Cur' Cancellar' nostr' ex par J. T. quer' quod cum idem quer' per quanda querimoniam suam cozam nobis in dca Curi nostra versus te ꝓfat M. Defend nuper exhibi relevium sibi petiisset adhiberi de vel ꝓzo ma riis in eadem contene Ovꝫ tu ꝓfat Defend' dilakonem ꝓcess ipsius Querentis responsione invalidam & minus insufficien querimon ꝓ dice adhibuisti velut ex relakone J. T. u unius Magistrozum Curie ꝓdict' nobis in parte confect' apparet Et nihilominus sec' Communem Legem de vel ꝓzo materiis ꝓd ctis ꝓsequeris minus juste ut dicitur Nos hec consideratonem hentes tibi igitur ꝓfat N. Consiliar, &c. (ut hantea.)

An Injunction for not answering upon an Attachment.

Anna Regina, &c. J. S. Ar' Concilior', &c. ...iutem Ostens, &c. ex parte C. C. qd' cum ipse ...er' p quandam suam querimon' coram nob in ...r' Cancellar' nostr' pred' versus te pfat ... S. nuper exhibic relevium sibi petivit ad...beri pro materiis in eadem contene ac licet ...ve nostrum de Subpena ad comparend' & que...mon' predict' respondens super te executt fuit ...ndum tamen respondisti sed in contemptu no...i dicæq; Curie nostre sicut manifeste unde ver...s te emanat est hreve nostrum de Attach in...tim tamen lecam ad Communem Legem ver...s pd' Quer' pro materiis predictis prosequ...s minus juste ut accepimus Nos ad hec cons...ntes Tibi igitur pfat J. S. ac vobis pfat ...nsiliar', &c. (ut in al.)

An Injunction where the Money is paid in Court upon a Verdict obtained at Common Law.

Anna Regina, &c. ostens, &c. [(tali die) ex parte W. W. Quer' versus te pfat L. Q. quod tu pfat Defend' veredictum obtinuisti ad ...mmunem Legem versus pfat Quer' pro di...cti & quinq; libris quas ipse Quer' in manus ...as persolvere volebat ita ut hreve de injun...ne emanaret ad retardand' prosecucon' super ...redictum predict' Quæ cum Consiliar' tui pfat Defend' accepissent tunc ordinat erat super ...lucone dictarum pecuniar' & custag' pdict' in ea parte constitue dicte hreve de Injunctone rema...ret Jam quia dictus Quer' secundum direc-

konem ordinis predicē in Curiā prulit pdicam
sustinam vigine & quinq; librarum cum custa
pdicē velut per certificatonem Hastiarii dict
Curie nostre plenius liquet Nos ad hec, &c. T
bi igitur plac̄ A. Q. ac vobis plac̄ Consiliar, v
Subpena, &c. de terris, &c. precipimus qd a
omni ulteriori prosecutone quacunq; ad Comm
nem Legem de pro vel super veredictum pdic
adhuc penitus desistes desistetis & quilibt vrm
desistet donec materia pdicta coram nobis in Ca
cellaria nrā predict' plenar audit & determina
fuerit Et hoc, &c.

A Certiorari to remove a Cause from the Mayor Court of *London*.

Anna Regina, &c. Majori Aldermannis
Vic London salt̄m Volentes certis de Cau
Certiorari de & super quandam petitonem
Billam quēremon coram vobis seu vestrum
liquo versus R. L. ad sectam W. B. nuper
hibit & modo pended vobis mandamus qd
titonem seu Billam pdcam cum omnibus
tangen quibuscunq; nominibus partes pdi
censeantur seu eorum aliquis censeatur no
in Cancellar nostr adeo plene & integre prout
custodia vra vel alicujus vrum nunc resi
sub Sigillis vris distincte & aperte mittatis
dilate & hoc breve ut ulterius inde fieri fac
mus quod de jure fuerit faciend' Teste, &c.

A

Procedendo to the Mayor of *London* after a *Cerciorari.*

Anna Regina, &c. Majori Aldermannis & c London salt̃ Cum vobis per bzeve no- m nuper pzecepimus qd̃ quandam Billam glicanam unacum omnibus ea tanged in ria nostra cozam vobis secundum consuetu- Civitatis pzedice versus R. R. defendentꝫ ectam W. P. Quer pended nobis in Cur ncellar nostr ad certum diem jam p̃teritum ificetis quibusdm̃ tamen certis de causis specialiter moved vobis mandamus qd̃ in teria p̃dicta inter partes pzedicr bzevi nostro ō non obstante ea celeritate qua poteritis edatis Teste, &c.

Commission to assign a Guardian for an Infant.

Anna Regina, &c. Dilectis, &c. salutem Cum T. Quer quandam petitionem cozam nobis Cancellaria nrā versus R. L. Infantem De- dentem infra etatem nuper exhibuerit sciatis nos de fidelitatibus & pzobidis circumspecti- bus vestris plurimum confidentes damus is tribus vel duobus vrum̃ potestatem & hozitatem in complementum cujusdam ozdi- dicte Cur nrꝫ inter partes pzedicr face ge- dar, &c. pzesen Guard pzefat R. L. In- quem Infans pzedicr elegit ad respondend defendend' dicr sectam pzefat quer admittend assignand' Et ideo vobis, &c. quos ad hoc ideritis Infantem p̃dcm̃ cozam vobis tri- vel duobus vestrum venire faciat & evoce- ac Guardian Infant pzedicr admittetis & gnetis Et cum sic feceritis nos de nomine

Guardian̄ p̄dict̄ in dcam̄ Cancellariam n
ſtram a die, &c. ubicunq; tunc fuerit, &c.
ſtincte & aperte te reddatis certiozes hoc by
eciam remitten̄ Teſte, &c.

A Commiſſion to take an Infants Anſwer fro
his Guardian.

Anna Regina, &c. Dilectis ſibi, &c. Cum
J. Querens quandam petic̄onem cozam no
in Cur̄ Cancellar̄ noſtr̄ verſus R. R. Infa
per Guardianum ſuum Defendentem nuper
hibuerit Vob; eidem Defendenti per bzeve
ſtrum, &c. Sciatis qd̄ dedimus vobis tri
vel duobus veſtrum poteſtatem & authozita
ipm̄ Defendentem per Guardianum p̄dict̄
& ſuper materiam petic̄onis p̄dict̄ cum te
&c. Et ideo vobis, &c. quos ad hoc p̄zoviden
ad p̄zefat̄ Defend̄ Guardian̄ Infant̄ p̄zdi
commode ad vos, &c. accedatis ac ipm̄ D
dentem per Guardianum ſuum de & ſuper
teria petic̄onis p̄zdict̄ ſuper Sacrame
Guardiani Infantis p̄dict̄ fact̄ per ipſum p
cozam vobis, &c. diligenter examinetis
ſponſiouemq; ſuam eidem petic̄oni fien̄
piatis & in ſcriptis in pergameno redigati
eum nobis in Cancellariam noſtram, &c. ub
que tunc fuerit, &c. Teſte, &c.

A Writ to the Sheriff to raiſe a *Poſſe Comitat*
take Poſſeſſion, and give it to the Compla
according to an Order of Court.

Anna Regina, &c. Vic̄ W. ſalt̄m Cum
quandam oz̄dinac̄onem cap̄t in Cancellari
ſtra (tali die) inc̄ J. J. Quer & T. S. & al
fend

dentes ordinat fuit qd dict J. J. & Assignat pacifice & quiete haberent gauderent & de-arent unum Messuagium sive Tenementum n pertin jacen & existen in M. & O. in Comi-u predicto inter partes predictas in Cur no-a predict in controversia dependen indecisa q̃ vexatione molestatione sive interruptione dict T. & S. sive aliquarum personarum sub lo interesse jure vel procuratone suis donec teria inter partes predictas in Curia nostra dicta finaliter determinetur Et quia nos er rimonio fide dignorum accepimus qd diverse nigene ignor inhabitant extra Comitat M. procuraton predict Defenden ut asseritur lessionem Messuag & Tenemen predict Vi & nis ac manufort tenent in defraudationem ontempt ordinis predict Ac ipsum J. J. & sign suos extra possessionem Messuagii & Te-nenti predict custodiunt contra form & ef-um ordinis predict Tibi igitur precipimus immediate post receptonem hujus brevis al-mpt tecum sufficien potestat Comitat nostri . predict in propria persona tua ad Messuag' edict sive Tenementum accedas & Attachiari Arrestari facias qualcunq; personas ibidem veneris possessionem Messuagii Tenementi sive erre predict sive alicujus partell tenentes & s ac eorum quemlibet de die in diem duci fa-as usq; Prisonam nram de le Fleet Guardia-nostra ibidem deliberand & ibidem morat housq; de eorum deliberatone aliter durimus dinand' Ac ulterius tibi pcipimus firmiter jungen qd inde predict J. J. & Assign suos pacifica & quieta possessionem ejusdem de mpore in tempus manuteneas donec aliter de a nobis habueris specialit in mandatis Et uide inde fieri feceris nobis, &c. Teste, &c.

A Commiſſion to examine Witneſſes in *perpetuam rei memoriam.*

Anna Regina, &c. ſalt̃ Cum J. B. exhibu
cozam nobis in Cancellaria noſtra quanda
petitionem ut quidam teſtes verſus te examin
rent Et ne tibi in pꝛejudicium cedevet tibi pꝛ
cipimus firmiꝛ injungen̄ qꝰ omnibus aliis p
termiſſis & excuſatone quacunq; ceſſan̄ in pꝛ
pꝛia perſona tua vel per tuum Attoꝛnatum a
Deputat ſis cozam nobis in Cancellaria noſtr
intra quatuoꝛdecim dies immediate poſt rec
tonem hujus bꝛevis Teſte nob ipſis apud Weſt
viceſimo ſecundo die Maii Anno Regni noſ
ſecundo.

Directio Attach' ad Gatehouſe Weſtminſter.

Anna, &c. Ballivo Libertatis Decani
Capitul Eccleſie Collegiate Sancti Petri Weſt
ſive ejus Deputato ibidem ſalutem, &c.

The Porter attending His Majeſties Council i
the Marches of *Wales.*

Anna Regina, &c. A. B. Armig' Cuſtodi P
ſone noſtre de le Porters Lodge infra Marrh
Wallie ſive ejus Deputato ibidem ſalutem C
mandamus qꝰ cozpus A. B. Attach, &c.

To the *Fleet.*

Quardiano Pꝛiſone noſtre de le Fleet ſive ej
Deputat ibidem ſalutem.

Direct

Directio Honoris & Caſtri Windſor'.

Anna Regina, &c. Georgio Duci Buck' clari
dinis Garterii Militi magno Admirat Ang
mino Guardiano Quinq; Portuum Conſta-
laria Honoris & Caſtri nri de Windſor Ac
ſtodi totius Foreſte ibidem ſive ejus Depu-
o ibidem ſalutem.

Directio pro Attach' ad Turrim London'.

Conſtabulario ſuo infra Turrim noſtram
ndon vel ejus locum tenenti ibidem ſalu-
n, &c.

Directio ad Barwic'.

Majori Ballivis & Burgenſibus Burgi Bar-
ici ſuper Twedam.

Attachment.

Anna Regina, &c. Vicecomiti Ville Novi Ca-
ri ſup Tinam ſalutem precipimus tibi qd At-
ch Johannem Bowes ita qd eum habeas co-
am nobis in Cancellaria noſtra (the return)
icunq; tunc fuerit ad reſpondend nobis tam
quodam contemptu p prefatum Johannem
obis illac ut dicitur quam ſuper his que ſibi
nc & ibidem objicientur Et ad faciendum ul-
rius & recipiendum quod dicta Curia noſtra
nſideraverit in hac parte Et hoc nullatenus
mittas Et habeas ibi hoc breve Teſte, &c.

The Direction of an Attachment into *Cheſter.*

Camerario Comitatus Palatin noſtri Ceſtr
ſive ejus Deputato ibidem ſalutem Vobis man
damus q̃d per breve noſtrum ſub ſigillo noſtro
Comitatus Palatin noſtri predict Vicecomiti
noſtro ejuſdem Comitatus dctis in mandatis
q̃d Attachias A. B.

Label { Camerario Comitatus Pala-
tin Ceſtr' ſive ejus Deputa-
to Attach, &c.

The Direction of an Attachment to *Lancaſter.*

Anna Regina, &c. Cancellario Ducatus no
ſtri Lancaſtr ſive ejus Deputario (ut in ceteris
ut ſupra.

If to the *Marſhalſey.*

Mareſcallo Mareſcalcie Curie noſtre coram
nobis tenens ſive ejus Deputato ibidem ſalu
tem precipimus, &c.

Label { Mareſcallo Mareſcalcie, &c.
Attach.

If to the Biſhop of *Durham.*

Anna Regina, &c. Reverendo in Chriſto Pa
tri Johanni Domino Epiſcopo Dunelmenſis &
ve ejus locum tenen ibidem ſalutem vobis man
damus q̃d per breve noſtrum ſub Sigillo noſtro
Epiſcopatus predict debite conficiend Vicecom
miti Dunelmen predicto detis in mandatis q
Attach A. B. Ita, &c.

To

To the *King's Bench* Priſon.

Anna Regina, &c. Mareſcallo Mareſcalcie Pri-
e noſtre Cur noſtre, &c. ſive ejus Deputato
em ſalutem, &c.

Directio Ville Windſor.

Anna Regina, &c. Majori & Ballivis Ville
de Nova Windſor ſalutem, &c.

A Proclamation.

Anna Regina, &c. Vic Ebor̃ ſalutem præci-
nus tibi q̃d in omnibus locis infra Ballivam
m tam infra Libertates quam extra ubi
gis expediri videris ex parte noſtra pub-
præclamari fac̃ q̃d A. B. ſubpena ligeancie
cor̃am nobis in Cancellaria noſtra in quin-
a Paſche pr̃x' futur̃ ubicunq; tunc fuerit per-
aliter comperat Et nihilominus ſi præfat̃ A.
erim invenire non poterit ipſum Attach ita
eum habeas cor̃am nobis in Cancellaria no-
a prædicta ad diem prædictum ad reſponden-
m nobis tam de quodam contemptu per præ-
tum A. nobis illac ut dicitur quam ſuper hiis
e ſibi tunc & ibidem objicientur Et ad faci-
d̃ ulterius & recipiend̃ quod dicta Cur conſi-
raverit in hac parte Et hoc nullatenus omit-
s Et habeas, &c.

Subpœna Scire Fac'.

Anna Regina, &c. A. B. ſalutem Quibuſdam
rtis de Cauſis cor̃am nobis in Canc̃ noſtra præ-
ſtis Tibi præcipimus firmiter injungend̃ q̃d
mnibus aliis prætermiſſis & excuſatioñ qua-
cunq;

cunq; cessante in propria persona tua sis coram nobis in dicta Cancellaria nostra 4 die, &c. ubicunq; tunc fuerit ad ostendendum bonam & sufficientem causam quare quoddam Decretum per dictam Curiam nostram antehac facē in materia nuper in controversia inter W. A. querentem & C. H. defunctum Defendentem non perfirmatur sicut per prefatum C. H. fieri debuit secundum effectum veramq; intentionem Decreti predicti Et ad faciendum ulterius & recipiendum quod dicta Curia nostra consideraverit in hac parte Et hoc sub periculo incumbente nullatenus omittas T. &c.

Com' R. R. super Honorem.

Anna Regina, &c. Et ideo vobis tribus vel duobus vestrum mandamus q̄d ad certos dies & locos quos ad hoc p̄videritis ad prefatum Def. si commode ad vos laborari non possit accedatis Ac ipsum Def. de & super materia Petitionis predicte super honorem suum adtunc sis per ipsum Sacrosanctis Dei Evangeliis diligenē examinetis Responsionemq; suam eidem Petitioni fiend' recipiatis, &c.

Per Ordin' Dominorum & Dni' Cust' 30. Junii 85.

Comc'on' ad audiend' & terminand'.

Anna Regina, &c. Dilectis sibi, &c. Cum varie lites & Controversie nuper orte & mote fuerunt inter A. B. Querentem & C. D. Defendentem de partes predicte p̄o meliori quiete sua ex eorum mutuo assensu & consensu tam materias predictas quam omnes ac controversias lites & demand' inter eos in Cancellaria nostra jam pend' indecis Arbitriis vestris commiserunt Scitatis igitur q̄d nos de fidelitatibus & p̄vidis circumspectionibus vestris plurim confiden

sign

mavimus vos ac tenore presentium in comple-
nto cujusdam Ordinis coram nobis in dicta
ncellaria nostra ex assensu partium predice
e gerend dat presentium damus vobis, &c. po-
statem & authoritatem materias predictas
diendum & Testes quoscunq; & partes predice
bis producendum de & super quibusdam In-
rogator per partes predict vobis exhibend
deliberandum diligenter examinandum &
dem materias superinde finaliter si possitis
erminandum Et ideo vobis, &c. mandamus
ad certos dies & loros quos ad hoc provide-
is tam partes predictas quam Testes quos-
nq; predictos coram vobis Venire faciatis ac
os Testes & eorum quemlibet per se seper-
n de & super Interrogator predictis super
cramenta sua tacte per ipsos prius coram
bis, &c. Sacrosanctis Dei Evangeliis corpo-
liter prestandum diligenter examinetis Exa-
nationesq; suas super eisdem recipiatis & in
ptis in pergameno redigatis auditisq; su-
rinde partium predictarum rationibus invi-
n propositis & proponendis allegationibus in-
lectis totius rei veritate easdem materias
ufalsque litis & controversiarum predictarum
nnibus viis modis & mediis quibus melius
veritis aut poteritis juxta sanas directiones
stras finaliter si possitis determinetis fin au-
n Causam predictam determinare non possitis
raminationes Testium predict cum toto facto
opinionibus vestris in premissis in tres partes,
ubicunq; tunc fuit sub Sigillis vestris trid.
distincte & aperte mittatis unacum Interro-
toriis predictis & hoc breve facien in premissis
undum tenore veramq; intentionem Ordinis
edict quem vobis mittimus p latorem presen-
um Telle, &c.

Dp

Dp' R. R. placita ſive moracon'em.

Anna Regina, &c. Dilectis ſibi, &c. Cum A. B. Quered quandam Petitionem coram nobis in Curia Cancellarie noſtre verſus T. M. Def. tem nuper exhibuit Quꝰ eidem Defendenti per bꝛeve noſtrum nuper pꝛecepimus qꝺ eſſet coram nobis in dicta Curia noſtra ad certum diem ꝑterium Petikoni pꝛedicte Reſponſur ſciatis qꝺ dedimus vobis, &c. poteſtatem & authoꝛitatem jurta directionem Curie noſtre pꝛedicte ſpecialem reſpontonelꝙ pꝛedicte Def. eidem Petiki fiendum (cujus quidem tenoꝛem vob mittimus pꝛeſentibus interclus) ſuper Sacramentum ſuꝺ ꝑ Sacroſancta Dei Evangelia coꝛpoꝛalit ꝑſtand vel placitum ſuum ſuper Sacrand ſuum abſqꝙ Sacrõ ſuo pꝛeſtandum ſive moꝛakonem pꝛedicte Def. querimonie pꝛedicte fiend debite reſpective recipiend Et ideo vobis, &c. mandamus qꝺ ad ktos dies & locos quos ad hoc pꝛoder itis ad ꝑfatum Defendentem ſi commode vos laboꝛari non poſſit accedatis ac Reſponk ſive placitum aut moꝛacionem ſuam reſpectu ut pꝛefertur recipiatis & in ſcriptis in pergameno redigatis Et cum illam ſive illas ſic peritis eam ſive eas nos Cancellariam noſtram in quindena Paſche pꝛoꝛ' futue ubicunq tunc fuerit ſub Sigillis veſtris trium vel duoꝛum veſtrum claus diſtincte & aperte mittatis unacum tenoꝛe pꝛedicte & hoc bꝛeve &c. &c.

Habeas Corpus cum Cauſa.

Anna Regina, &c. Mareſcallo Mareſcalli Curie noſtr coꝛam nobis tenend ſive ejus Deputato ibidem ſalutem pꝛecipimus tibi qꝺ corpus J. S. quocunq nomine ſive additione

min

itatis censeatur sive nuncupat in Prisona nostra
ab custodia tua capta & detenta ut dicitur una Sicut alias tibi precipimus.
am causa vel causis captionis & tentionis habe-
s coram nobis in Curia Cancellarie nostre (the
eturn) ubicunque tunc fuerit adtunc & ibidem
aciendum & recipiendum quod dicta Curia no-
ra considerauerit in hac parte Et hoc nullate-
us omittas Et habeas ibi hoc bre T. &c.

Label { Gardiano Prisone nostre de la Fleet, &c.

Certiorari Depositiones.

Anna Regina, &c. Dilectis sibi A.B. &c. Sa-
utem volentes certis de causis Certiorari super
ualdam Depositiones testium inter, &c. per vos
res vel duos vestrum virtute bris nostri de
ommissione vobis in ea parte directa capt &
dhuc penes vos resident (ut relata est) vobis
& cuilibet vestrum mandamus q Depositiones
dictas cum omnibus eas tangen adeo plene &
integre prout per vos capt fuerunt & penes vos
jam resident nobis in Cancellariam nostram, &c.
ubicunq tunc fuer sub Sigillis vestris trium
vel duorum vrm claus distincte & aperte mitta-
tis & hoc bre Et hoc nullatenus omittatis, &c.
T. &c.

Attach' Cestr'.

Anna Regina, &c. Camerario suo Cestr aut e-
jus loc tenen ibidem salutem vobis mandam'
q per breve nostrum sub Sigillo Comitatus
Palatin Cestr in custod existen Vicecom Cestr
detis in mandatis q Attach A.B. &c. Et hoc
nullatenus omittat & habeat ibi breve quod sibi
inde devenerit T. &c.

Dunelm'.

Dunelm'.

Anna Regina, &c. Reverendo in Christo Patri Chō Episcopo Dunelm aut ejus locum tenen ibidem salutem vobis mandamus qd per breve nostrum sub Sigill Epatus vrd predict debo modo conficiend detis in mandatis Vic Comitatus predicte qd Attach, &c.

Cancellar nostro Com Pal latin Epat Dunelm (sede vacante) vel ejus locum tenen ibm salutem.

Lancastr'.

Anna Regina, &c. Cancellario suo Com Pal vel ejus Deputat ibidem salutem A. B. mandamus qd bre nostrum sub Sigill Com nostri Ducat predicti Vic nostro ejusdem Comitatus detis in mandatis qd Attach, &c. Et hoc nullatenus omittat & hear ibi breve quod sibi inde devenerit T. &c.

Superſed' ſuper Attachiament'.

Anna Regina, &c. Vic, &c. Salutem licet nos per breve nostrum nuper tibi precepimus qd Attach A. B. ita qd eum heres coram nobis in Cancellaria nostra ad certum diem in eodem brevi content ubicunq tunc foret ad respondendum nobis tam de quodam contemptu nobis p prefat A. illat (ut dicitur) quam sup his que sibi tunc ibidem plenius exponerentur Et ad faciend ulterius & recipiendum quod Curia nostra consideraret in hac parte Quibuldam tamen certis de causis nos ad presens spialit moved.

. Tibi ꝓcipimus qꝺ in Execucione hꝰ-
nostri ꝓdicti p te in aliquo fiens superse-
as omnino Et si ipsum A. B. ea occasione &
n alia cepisti tunc ipsum a Ꝓsona qua sic
inetur sine dilõne delibari fac, &c.

Superseꝺ' super Com' Reb'.

Anna Regina, &c. Dilectis sibi, &c. Cum ꝓ li-
as nostras Patentes vobis & cuilibet vestrum
andavimus qꝺ C. D. ubicunq; invenc suisset
ra Regnum nostrum Anglie tanquam Rebel-
n & Legis nostre Contemptatorem Attach seu
ttachiari faceretis ita qꝺ eum haberetis vel
iberi faceretis coram nobis in Cancellaria
stra ad certum diem in dictis Literis no-
ris Paten' contene ubicunq; tunc foret ad re-
ondendum super hiis que sibi objicientur
nc ibidem Et ad faciendum ulterius & recipi-
ndum quod Cur' nostr' consideraverit in ea par-
Quibusdam tamen certis de causis nos jam
ovent vobis & cuilibet vestrum mandamus
uicunq; Executioni Literarum nostrarum Pa-
ent ꝓdicte per vos seu aliquem vestrum in
liquo faciend' Supersedeatis omnino Et si ip-
um C. D. ꝓtextu mandati nrꝺ ꝓdicti cepe-
itis seu vestrum aliquis ceperit & in Ꝓsona
anucapt tenetis seu vestrum aliquis tenet
unc ipsum a Ꝓsona qua sic detinetur (si ea
casione & non alia detinetur in eadem) sine di-
õne delibari fac, &c.

Non Ponend' in Assis'.

Anna Regina, &c. Vic salutem Cum de Cõi
Consilio Regni nostri ꝓvisum sit qꝺ homines e-
tatem Sexaginta & decem Annorum excedẽt
aut

aut perpetuo languidi existen in Assis Jur
seu Recognicionibus non ponantur Tibi præci
mus qđ si A. B. de in Com tuo et
prædict' excesser aut perpetuo languidus sit t
ipsum A. B. in Assis Jurat seu Recognicoib
aliquibus non ponas seu poni fac contra præ
sionem inde Et districtionem si qđ eidem A.
occasione feceris sine delatione relaxes eid
A. &c.

Com' & Testes in quo temp' & loc' nominat'.

Et ideo vobis tribus, &c. mandamus qđ r
die Julij pr' sequen post datum præsentiu ap
Signum de le Talbot Sidbury infra Civit
Wigorn circa Executoem istius Com con
atis & assemblatis & tunc & ibidem tam
quam vobis tribus, &c. Venire fac & evocr
Ac ipsos, &c.

Breve de Executione Decret'.

Anna Regina, &c. A. B. salutem Cum
quoddam finale Judicium sive Decret co
nobis in Curia Cancellarie nostre fact inter
B. &c. gerend dat die Anno
ni, &c. Ordinat & adjudicat existit qđ solv
C. D. Centum Libras legalis monet Angl
Decret dict Curie nostre inviolabil' obser
volentes Tibi præcipimus & firmiter injung
mandamus qđ immediate post receptionem
jus brevis prædict Centum Libras præfato C.
vel Latori præsentium debo modo solvi fac se
dum tenorem veramq; intentionem prædict
hoc sub periculo incumbend nullatenus omitt
T. &c.

Co

Com' Assignan' Guard'.

Anna Regina, &c. Dilectis sibi, &c. Cum A. Quer quandam Peticonem coram nobis in ria Cancellarie nostr versus C. D. infant in- etatem & alios Defendentes nuper exhibuer iatis qd nos de fidelitatibus & prudentiis cir- nspectionibus vestris plurimum confiden as- navimus vos ac tenore presencium damus vo- , &c. potestatem & authoritatem in compli- nto cujusdam Ordinis dicte Curie nostr inter s predict fact geren dac presencium Guard fat C. D. Infant' quem Infans predict elige- ad respondend & defendend dictam sectam pre- Quer admittend & assignand Et ideo vobis bus vel duobus vestrum mandamus qd ad os dies & loc quos ad hoc prouideritis In- predictum coram vobis, &c. venire fac & cetis ad Guardian Infant predict admitte- & assignetis Et cum sic fecerit nos de nom ardian predict in dictam Cancellariam no- am (the return) sub Sigillis vestris trium duorum vestrum clausis distincte & aperte red- tis certior hoc breve nobis citam remitten ste, &c.

Dp' R. R. Def. & Guard' Infan'.

Anna Regina, &c. Dilectis sibi, &c. Cum A. Quer quandam Peticonem coram nobis in ria Cancellarie nostr versus C. D. E. F. & D. Infant per Guardian suum Def. nuper ibuer Quq eidem Def. per breve nostrum per precepimus qd essent coram nobis in dicta nc nostra ad certum diem jam preterit Pe- oni predict Respondur Sciatis qd dedimus

vobis, &c. poteſtatem & authoritatem ipſos D
& Guard' predict de & ſuper materia Petit
nis predict (cujus tenorem vob mittimus p
ſentibus interclus diligenē examinand') Et i
vobis tribus, &c. mandamus qđ ad certos di
& locos quos ad hoc prohibideritis ad prefat D
& Guardian predict ſi commode ad vos labo
ri non poſſint accedatis ac ipſos Def. ſuper m
teria Petitionis predict ſuper Sacram predi
C. D. E. & Guard Jnfand predicti tacē per ip
prius coram vobis tribus, &c. Sacroſanctis D
Evangeliis corporal preſtand diligenē examin
tis Reſponſionesq; ſuas, &c. as in ordinary Co

Com'. Magiſtro ad ex' Teſtes.

Anna Regina, &c. Dilecto & Fideli ſuo C.
Mik in Cancellaria noſtra Magrorum uni ſa
tem Scias qđ nos de fidelitate & prohida
cumſpectione tua plurimum confidēs aſſigna
mus te ac preſentium tenore Damus tibi p
nam poteſtatem & authoritatem in complem
cujuſdam Ordinis dicte Curie noſtri Jnt,
gerend dae, &c. Teſtes quoſcunque per par
predictas ſeu earum alteram procedend de
ſuper humōi Articuk ſive Jnterr que idonea
videris ad proband vel illuſtrand veritat
Compd inter partes predict fiend & per Or
predkam calculacōni tue commiſs diligenē e
and juxta tenor Ordin predict' Et ideo
mandamus qđ certis diebus & horis ad hec
gruis & opportunis Teſtes predictos coram
Ded fac & evocetis ac ipſos Teſtes & eorđ qu
libet per ſe ſeparatim de & ſuper Jnterr
dictis ſuper Sakra ſua tacē per ipſos prius
ram te Sacroſanct Dei Evangel' corporalit
ſtand diligenē examines Ac nos de toto fact

proge

rels tuo in pzemiſs in Canc noſtr pzedicd
rn) ubicunq; tunc fuerit per Relatonem tuã
as certiozes T. &c.

Certiorar'.

nna Regina, &c. Majozi & Aldris Civit
Londoñ ſalutem volentes certis de cauſis
zar de & ſuper quadam Petitone ſive Bil-
glican & pzocels cozam vobis ſeu veſtrum
o in Cur' Civitat pzedict inter, &c. nuper
& dependen vobis mandamus qd' tenor
ſive Bille & pzocels pzedict cum omnibus
ugen quibuſcunq; nominibus partes pze-
cenſeantur ſeu eozum aliquis cenſeatur
in cancellariam noſtr adeo plene & integre
in cuſtod' veſtra reſident ſub Sigillis ve-
diſtincte & aperte mittatis indilate & hoc
ut ulterius inde fieri faciamus quod de
fuer' faciendum.

Inſpeximus ſuper Decret'.

nna Regina, &c. Omnibus ad quos pzeſen-
re ſpervenerint Saltem inſpeximus Ir-
amene cujuſdam final' judicij ſive Decret
nobis in Cur' Canc noſtre nuper fact
& in Rotulis ejuſdem Cur' irrotulat ac
n de Recozdo Remanen cujus tenoz ſequi-
u hec verba, &c. Nos autem tenozem final
ſive decret pzedicti ad requiſitonem B.
rimus exemplificand' per pzeſentes In
&c;

Bill'.

Inſperimus quandam Billam ſive Petiſ
nem coram nobis in Curia Cancellarie noſtre
A. B. nuper exhic ac in filaciis dicte Cancel
rie noſtre de Recordo remanen in hec verba
Junii, &c. Garth.

Ded' Poteſt'.

Inſeperimus eciam tenorem cujuſdam b
vis noſtri de dedimus poteſtatem unacum
dorſamen de & ſuper eodem brevi face qui
dam Commiſſionar directe ad recipend reſpo
nes predictorum C. D. E. F. ad petikonem p
ctam in filaciis Curie predicte ſimiliter re
in hec verba Rex, &c. Execut, &c.

Reſpons'.

Inſperimus inſuper necnon reſponkones
dictorum C. D. E. F. vertute dicti brevis nr
ded poteſtatem capt & in Cur' predicta un
brevi noſtro predict retornat ac in filaciis
quoq reſiden in hec verba, &c. Garth, The
ſwer, &c.

Replication'.

Inſperimus deinceps Replicatione p
A. B. ad Reſponkones predac C. D.
face ac in filaciis dicte Cur' Canc nr
corno eciam remanen in hec verba, The
plication, &c.

Comm

Commissionʼ.

Inſperimus porro tenorem cujuſdam breviſ Commiſſionis quibuſdam Commiſſionarʼ di-e ad exaiand Teſtes inter partes predictas cum indorſamen ſuperinde fac ac in fila-Curie predict de Recordo eciam reſiden in verba, Rex, &c. Executo, &c.

Interrʼ.

Inſperimus deinde quedam Interr ex par-rtefac A.B. Querʼ verſus predictos C.D. & F. predictis Commiſſionarʼ Exhibit ac in fi-iis dicte Curʼ noſtre de Recordo remanen in verba, Interrps, &c.

Depoſitions.

Inſperimus deniq; Depoſitoes quorumdam ium ex parte predict A. B. Quer verſus ictos C. D. & C. F. Def. virtute breviſ nrd Commiſs predict coram prefat Commiſſio-rʼ capt & examinat ac in Cancell noſtram pre-tam unacum Commiſſione & Interrogator edictis certificat ac ibidem de Recordo in fila-s reſiden in hec verba, Depoſitons, &c.

Nos autem tenores Petitois breviſ de dedi-us potem Reſponſion Rept briſ de Commiſ-n Interr & Depoſitoñ Teſtium predict ad uiſitoñ Duximus exemplificand preſentes In cujus, &c.

Inſperimus. 2. Inſperimus eciam. 3. Ulte-rius. 4. Preterea. 5. Similit. 6. Necnon. 7. Quoq. 8. Inſup. 9. Porro. 10. Dein-inceps. 11. Deinde.

Act de Parliament'.

Inſpeximus quoddam breve nrm de cert
rac e Cancell nrā emanat J. B. Ar' Clico P
liamen noſtrozum direct unacum indozſame
ſuperinde face in Canc nrā Certific & re
nac ac ibidem de Recozd remanen in hec ver
Carol, &c.

Inſpeximus eciam tenozem Actus Par
liamenti predicti per predac Johem B. Ar
cum Parliamentozum in dcam Canc nram
nuacm bri pdco certificat & retoznac ac ibm
Recozdo ſimilit remanen in hec verba.

Inſpeximus quandam Certificacionem pr
fac Johem B. Ar' in pede in & ſuper tenor'
Parliamen predicti face in hec verba Nos am
tenozes ſeperal' brīs nrm de certiozar Act P
liamen & Certificatois predict ad Requiſit
durimus exemplificand' per preſentes In
zus, &c.

Cercior' Act' Parl'.

Anna Regina, &c. Dilco & fideli ſuo J.
Clico Parliamentozum noſtrozum ſalutem
ientes certis de cauſis cerciozari ſuper teno
cujuſdm Actus Parliament' face & edit in P
liamen noſtro tent & inchoat apud Weſtm
die Anno Regni nrm & ibm
diem inſtam continuat ac d
ceps uſq diem Febr pxt' ſequen p
gat Inſulat An Act for, &c. Tibi precipim
qd tenozem Actus Parliamen predicti cum
nibus eum tangen nob in Canc nram ſub
gill' tuo diſtincte & aperte ſine dilone mitt
hoc brē T. &c.

C

Com' ex' Teſtes ſuper Comp'.

nna Regina, &c. ſciatis q̄d nos, &c. (uſq;) m & authoꝛitatem in complimēd cujuſdam n' in Cur' Canc' noſtre inter, &c. ſuper au- materie litis inter partes p̄dictas face ge- dac, &c. Teſtes quoſcunq; tam ex parte dñi ' quam ex parte p̄dicti Def. earundem m ulterius de & ſuper quibuſdam Interr' tribus vel duobus vrm̄ miniſtrand' ſeu ans ad p̄oband' ſive illuſtrand' matiam p̄d inter partes p̄dictas per Oꝛdin' p̄deum diligenc' exaīand' Et ideo vob tribus, &c. amus ħd ad certos dies & loc' quos ad hoc deritis Teſtes p̄dictos coꝛam vob tribus, Oenire fac & evocetis ac ipſos Teſtes & n quemlibet per ſe ſepatim de & ſuper In- p̄dictis concernēd compd̄ p̄dict' ſuper Sa- &c. & hoc b̄eve facientes in p̄emiſs ſcdm em veramq; intencoem Oꝛdinis p̄dict' , &c.

Habeas Corpus al le Gatehouſe.

nna Regina, &c. C. B. Wil' Gardian' P̄ri- de la Gatehouſe Weſtm̄ Tibi p̄ecipimus oꝛpus, &c.

Diſtring' Corp'.

nna Regina, &c. Vic', &c. ſaltm̄ cum A. B. ' quandam querimon' coꝛam nob in Cur' nr̄o verſus Def. nuper ex- Ac dñi Def. p b̄eve noſtrum de ſubpa ſtum- it' fuer' ad reſpondend' querimon' p̄dict' he- er Sacro ſatis fide digno plene liquet ipſi en eidem querimon' p̄dicte reſpondere hue-

usq; neglexerunt & contempserunt manifeste u
accepimus Ac quia dñi sunt unum cor-
pus corporatum ideo per Legem & consuetudinem
Regni nrd Anglie Attachiari minime debeant
nec consueverunt Tibi igitur precipimus quod
distringas prefat p omnia Terras & Te
nemene sua infra Ballivam tuam qd' nec ip
nec aliquis p ipsos ad eas manus apponant se
apponat donec alie a nob hueris preceptum
qd de exitibus eorumdem respondeas ita qd d
Dek. coram nob in dicta Canc nostra (the return)
ubicunq; tunc fuer compeant ad respondend' que
rimon' pdict & ad faciend' ulterius & recipient
quod dca Cur nostra consideraverit in hac pa
Et hoc nullatenus omittas & habeas ibi hoc br
pe T. &c.

Recogniz'.

A. B. C. D. E. F. coram Dña Reg' in Can
sua plonaliter constitue recognoverunt se d
bere G. H. Bar' Magro Rotulorum & Wil
Child Mil' uni Magrorum Canc pdict centu
libras bone & legal' monet Angl' solvend' e
dem Magro Rotulorum & Magro Canc Exec
toribus Administratoribus vel Assignat suis
nisi ita fecerint volunt & concedunt & quilt cor
vult & concedit pro se Hered' Executor & Admin
str suis firmit p plentes qd dicta summa cen
librarum levetur & recupetur de Bonis Ca
Catall' & Hereditamen' suis ubicunq; inve
fuer infra Regnum Angl' ad solum opus & u
prefat Magri Rotulorum & Magri Cancell' Ex
cutorum vel Administratorum suorum Teste di
Dño Rege apud Westm 20, &c. Anno Reg
Carol' secd Dei Grd Angl' Scot Franc &
hnie Regis Fidei Defensor, &c. 39. Ann
Dom 1687.

The Condition.

The Condition of this preſent Recognizance is ch, That if the above-bounden *A. B.* Plaintiff, a Bill of Review exhibited in the High Court *Chancery* againſt *C. D.* and others Defendants, , and ſhall well and truly pay, or cauſe to be aid to the ſaid Deſendants ſuch Coſts and Dam- es as the ſaid Court of *Chancery* ſhall award, if is ſaid Bill of Review ſhall be diſmiſſed, and the id Court ſhall ſee Cauſe to award any, that then is preſent Recognizance to be void.

Capt & Recognic die & ano ſupdict coram me in Canc Magro.

Com' RR. Corpor'.

Anna Regina, &c. cum A. B. Quer quan- am Petikonem coram nob in Cur Canc nr dersus Decan' & Capitul' Eccle Cathedzis Sce individue Trinitatis in vel juxta Bziſtol' H. G. Sacre Theologie pzofeſſoz' R. D. &c. Def. nuper exhuer Quoq eiſdem Def. p bze nrm nu- per pzecepimus qd eſſent coram nobis in dicta Cancellaria noſtra ad certum diem jam pterie Petikoi pzedict reſponſur ſciatis quod nos, &c. Ac ipſos Def. de & ſup materia Petikois pze- dict diligent' exaietis Et quia plat Decanus & Capitulum Eccle Cathis pzedict ſunt unum cozpus cozpozatm & p unanimum conſens re ſpondere debent vobis tribus, &c. mandamns qd reſponkoes pzedict Decan & Capitul' Peti- koni pzedict fiend' ſub cozum coi Sigill' recipi- atis & qd reſponkoes pzedict H. G. queremon' pzedict fiend' ſuper Sacram ſua tact per vos pzius coram vob, &c. Sacroſcis Dei Evangel' cozpozalit pſtand' ſimiliter recipiatis & in ſcrip-

tis

tis in pgameno redigatis Et cum ill', &c. as in Ordinary, &c.

Com' RR. & Assign' Gard' pro Lunatic'.

Anna Regina, &c. saltm cum Quer' quandam querimon suam coram nobis in Canc nra nuper exhuer versus Dek. Cumq; accepimus qd dictus Dek. roñe senectutis sue insane memorie est & pinde minus sufficien sectam pdictam respondere & defendere Nos statu ipius Dek. in hac parte prospicere volentes sciatis igitur qd nos de fidelitatibus & prouidis circumspectoibus vris plurimum confiden ac in complemen cujusdm Ordin' inter partes prdict face gerend dat, &c. assignavimus vos ac tenore pñtium damus vobis tribus, &c. plen potestatem & authoritatem pñtat Dek. accedend inspiciend & exaiand ac si sit insane memorie tunc Guard ejusdm Dek. noiand & appunctuand Et ideo vob, &c. mandamus qd ad certos diem & loc quos ad hoc pvideritis ad prefat Dek. si commode ad vos laborari non possit accedatis Ac ipsum Dek. viis & modis quibus super statu suo melius poteritis informare circumspecte inspiciatis & exaietis qdq; si dictus Dek. sit insane memorie tunc Guardian dci Dek. ad respondend & defendend sectam prdict noietis & appunctuetis Et cum sic feceritis tunc nos de noie dci Guard & de toto facto & progressu vris in premiss in Canc nostram sine dilone ubicumq; tunc fuerit sub Sigillis vris tribus, &c. claus distincte & aperte reddatis certiorez hoc breve nostrum tunc nobis etiam remitten Teste, &c.

The

he Commiſſioners Certificate, **ex parte prædict Com̃ R R. & Assigñ Guard̃ p Lunatic.**

To the, &c. *Lord Keeper of the Great Seal of* England.

We whoſe Hands and Seals are hereunder ſub-ribed and ſet, do humbly certifie, That by Ver-e of His Majeſties Commiſſion out of the High ourt of *Chancery*, to us, and others directed, and theſe Preſents annexed, the day of the date of eſe Preſents we went unto J. B. in the ſaid ommiſſion mentioned, being in his own Houſe the Town of K. *&c.* when and where after ict inſpection, and examination made accor-ng to the tenor of the ſaid Commiſſion, we und the ſaid J. by reaſon of Age and other In-mities to be of very unſound Memory and Un-erſtanding, and no way ſufficient or fit, the ſaid it in the ſaid Commiſſion mentioned to anſwer nto or defend: And therefore in purſuance and edience to the ſaid Commiſſion and Order erein mentioned, we have nominated and ap-ointed, and by theſe Preſents do nominate and ppoint W. S. of the Town of K. Gent. Guardian the ſaid J. B. the ſaid Suit to Anſwer and De-nd, as by the ſaid Commiſſion is commanded; ll which we humbly certifie, and ſubmit to the onſideration of this Honourable Court: In Te-imony whereof we have hereunto ſet our Hands nd Seals, *&c.*

Certiorar' ſuper Attach'. London'.

Anna Regina, &c. Majori Aldris & Vicecomitibus London' ſalutem volentes certis de cauſis certiorar de & ſuper Recordo & proceſſu cujuſdam

juſdam actois in Cur noſtr roram vobis vel aliquibus veſtrum indeciſ penden' ꝺ̄lus Johem B. Gen' ads, &c. in plito debi ſup demand' ducentarꝝ libraꝝ ac de & ſup quoꝺa Attachiamento ſummꝺ ducentarꝝ nonaginta & ſeptem libraꝝ in pecun' numeratis ut denar dñi Johis B. pror' in manib' & cuſtodia cujuſdã Ricī C. exiſten' & defens vobis precipimus qꝺ record' & proceſs actois & Attach predict cum omnibus ea tangen' quibuſcunque noīb⁹ partes predict cenſeantur vel aliquis veſtrum cenſeatur nobis in Cancellariam noſtram in quatuordecim dies pr' poſt receptcon' hujus brīs ubicunq; tunc fuerit ſub Sigillis veſtris diſtincte & aperte mittatis ut ulteri' inde fieri faciatis quod de jure fuerit fiend' T. &c.

Sequeſtr' Stat' Real' & Perſonal'.

Anna Regina, &c. Dilcis, &c. Salutem oſtenderat nobis in Cur Canc noſtr nono die Decembule prīe ex pte A. B. Adminiſtr Eliz' B. Vid Querentis ꝺ̄l' A. B. Mil' & Dnd R Uxord ejus Executric J. H. Ar Def. qꝺ deus J. H. defunctus requiſivit e Car' Bzd defunct nup Marit pfat Eliz' B. Manerīm de & diverſ Ter in in Com B. quibus dicta Eliz' Juncturam fuit ac p Agreamen' 1000 l. pecunie pro quiſitoe pd̄ ſub fiducia p dicta Eliz' pſolvi debuerint Qdq; dicta Eliz' Decretum dte Cur noſtr Canc Anno Regni Jacobi Secundi nuper Regis Angl' 3. ꝺ̄lus dictos Defendentes obtinuit p dicta ſumma mille libraꝝ cum Damagiis inde ſolvend' e Statu tm Real qꝺ Perſonal' dñi Jacobi Hō in manibus pfat Def. exiſten' Qdq; Willus Hackwell Ar' nuper Magrorum dte Cancellar' unus debm pdictm' & Damagia inde ad ſummam 1501. libraꝝ in Anno

Dom

ond 1648. computavit ac satis statu ꝑdicti
acobi Hō in manibus Def. existere certifica-
t gōz ꝓfat Def. in contemptu sistunt ꝓ vi-
akoꝺ Decret ꝓdicte ſunde oies ꝓcess dce Cur
ostr' ꝓ contumacia sua emanaverunt & ser-
ien' ad Arma dcam Cur' nostr attenden certifi-
avit qꝺ' dci Def. seipsos obscurant ita qꝺ ipsos
pꝛehendere non poterit Sciatis igitur qꝺ nos
uod ad justiciam ptinet spectand & ea que prr
ur' nostr' ꝑdictam rite pacta debe executoi de-
andari volentes ac de fidelitatibus & ꝓbidis
rcumspecōnibus vestris plurimum confiden
ignavimus vos ac tenoꝛe ꝑsentiꝺ damus vo-
is tribus, &c. in complimento tm cujusdam
ꝛdin dce Cur nostr inf partes ꝑꝺ face gerend
ac dco nono die Decemb ult ꝑterit qm cujusdd
t Oꝛdin in Cur ꝑꝺ gerend dat ꝑsentiꝺ potesta-
ꝺ & authoꝛitatꝺ ad Manerꝺ de & Terras
n ꝑꝺ' ac etiam omia & singul' Heluag'
Terras & Tenta ꝓfat Def. psonalit accedenda ea-
que intrandi & ingrediendi & omnes & omnod'
reddit erit & ꝓficua eoꝛundem quecunq; necnon
omia & singula bona catalla & Statum quecun-
que dcoꝛum Def. tm Real quam personal' ubi-
cunque invent fuerint in manus & possess ve-
stras trium vel, &c. capiend' perend' levand'
exigend' & recipiend' & ad usum dicte A. B.
Querentis sequestrand' put eadem tenoꝛe ꝑsen-
ciꝺ sequestramus Et ideo vobis, &c. mandam'
qꝺ' certis diebus & hoꝛis ad hec congruis &
opptunis ad Manerꝺ Terras Tenta & ad omia
& singula ꝑmissa ꝑdict accedatis intretis & in-
grediamini Ac omnes & omnimod' reddit erit
& ꝓficua quecunq; eoꝛundem & omnia & singula
bona & catalla & Statum quecunq; ꝓdictoꝛum
Defend tm Real' quam Personal in manus
& possiones vestras trium, &c. capiatis pe-
tatis & levatis exigatis & recipiatis & debo

modo

modo ad opus & usum dicē Quer' Sequestretis Ac quicquid roñe p̄missorum levabitur dē A. B. Quer' vel Assign̄ suis de tempore in tempus debo modo p̄solvatis & satisfaciatis donec Pecunia p̄dicta ut p̄fertur adjudicat & damagia inde dē Quer satisfte fuerint jurta tenores veraſq; intenkoes sepal' Ordin̄ p̄dictorum quorum sepal' tenorem vobis mittimus per Latorem p̄sentium T. &c.

Com' ad distinguend' Terr'.

Anna Regina, &c. Dilecto & Fidel nr̄o E. S. servien̄ ad Legem ac Dilcis, &c. salt̄m cum quedam matie Lites & differenc nuper moc & orr̄ fuer' coram nobis in Cur Canc nr̄ inter A. B. Querentem &c. Def. ad distinguend metas & bundas diversarum erarum in Com M. antehac T. R. P̄r Quer dimiss quarum hereditatio dēis Def. devēniebat jacen̄ inc quasdam terr dēi Quer' quarum dēus Quer in dmico suo ut de feod seitus est cumq; per quendam Ordinem coram nobis in dēa Cur nostr inter partes p̄dictas fact geren' dat', &c. Ordinac fuer qd̄ breve nostrum de Commiss e Cur̄ p̄dicta ad metas p̄dict Terrarum distinguend emanaret Sciatis qd' nos de fidelitatibus, &c. & authoritatem in Complemen̄ cujusdam Ordin̄ dict Cur̄ nostre inter partes p̄dictas fact geren' dat &c. & cujusdam Certificat ser Clicorum Cur̄ p̄dict supinde fact in Terras & P̄missa p̄dicta intrandi & ingrediendi easq; pambuland' & supvidend' ac Terras dimiss p̄dictas e Terr dicti Quer unacum metis & bundis earumdem separandi seponendi & distinguendi Ac p̄a meliori pgress vr̄ in p̄miss damus vobis tribus vel pluribus vr̄m consilem potem & authoritatem Testes quoscunque p ptes p̄dictas seu eorum

alteram

alteram ꝓducend' de & ſuper quibuſdam Arti-
cul' ſive Interr' que idonea foꝛe videritis ad ve-
ritatem ꝓmiſſ illuſtrand' ſive inveniend' dili-
genc' examinand' & facta ſcripta & Evidencias
quecunq; per ꝓtes ꝓdictas ſeu earum alteram
p oꝛdin' ꝓdictas ꝓducend' ſuper Sacra ſua
coꝛam vobis tribus vel pluribus vrm̃ p Sacta
Dei Evangel' Coꝛpoꝛalit' ꝓſtand' debe & re-
ſpective recipiend' Et ideo vobis trib⁹ vel pluri-
bus vrm̃ mandamus qd' certis dieb⁹ & hoꝛis
ad hec congruis & oppoꝛtunis ad terr & ꝓmiſſ
ꝓdict' accedatis ac partes ꝓdictas teſteſq; ſuos
coꝛam vobis tribus vel pluribus vrm̃ Venire
fac & evocetis Ac ipſos Teſtes & coꝛum quem-
libet per ſe ſeꝑatim de & ſuper Interr' ꝓdictis
ſuper Sacra ſua tact' per ipſos coꝛam vobis
tribus vel pluribus vrm̃ Sacroſctis Dei Evan-
geliis coꝛpoꝛalit' ꝓſtand' diligen̄ exam̃etis ac
iam ſuperinde qm̃ omnibus aliis viis modis &
mediis licitis oñi Executoe ꝓmiſſ diligenc'
intendatis Ac terras ꝓdictas ut p̄tertur Si
poteritis ſeperetis ſeponetis & diſtinguatis fa-
cien̄ in ꝓmiſſ ſcm̃ directionem veramque
intenc̄onem ſepal' Oꝛdin' ꝓdictarum Et cum
ſic feceritis nos de toto facto & ꝓgreſſ vr̄is in
om̃iſſ in Canc' noſtram ꝓdict' (the return) ubi-
cunq; tunc fuerit per Certificac̄oem veram in
Scriptis in pergameno redact' ſub Sigil' ve-
ſtris trium vel plurium veſtrum claus diſtincte
& aperte reddatis cercioꝛes hoc bꝛeve nobis re-
mitten' Teſte, &c.

Inſpeximus Interr⁹ coram Examinator⁹.

Inſpexim⁹ deinceps q̄dam Interr' quibuſd̄
Teſtib⁹ ex parte p̄fat A. B. Quer' verſus p̄d C.
D. Def. nup exhibit' pene Exaiatoꝛes dic' Cur' nr̄i
de Recoꝛdo remanen' in hec verba.

Dep⁹.

Dep'.

Inſpeximus deniq; Depoſitiones quozundam Teſtiū ex parte p̄dict A. B. Quer' verſus p̄fat C. D. Def. ſuper Interr p̄edict per ℟. P. Ac in dicta Canc nostra Examinator capt ac penes Examinator ejuſdem Cur nostre de Recozdo ſimilit reſidē in hec verba.

Ducens tecum.

Anna Regina, &c. A. B. ſalutem tibi p̄cipimus firmit injungen' qd' oibus ac p̄termiſs & exculacōe quacunq; ceſſante in p̄zpria perſona tua ſis cozam nob in Canc nrā, &c. ubicunq; tunc fuerit ducens vel Duci faciens tecum quoddam ſcripe, &c. in reſponſone tua quere. mot C. D. Quer' cozam nob in Cur Canc nrā verſus te p̄fat A. Def. nuper exhit in Cuſtod tua remanere conſeſs p̄dcm Quer concernen' aut in defectu inde bond & ſufficien' cauſam inde in contrarium tunc & ibm oſtendendum Et ad faciend ulterius & recipiend' quod dicta Cur' nrā conſideraver' in hac pte Et hoc ſub periculo incumbēd nullatenus omittas Et habeas ibi hoc bzeve, &c.

A Writ to ſhew Cauſe.

Anna Regina, &c. Salutem quibuſdam certis de cauſis cozam nobis in Cur Canc nrā p̄poſitis ac periculū menſonae in quodam Oz̄dīo in dicta Cur' nrā inter A. B. Quer' & vos p̄fat Def. facē & gerend dac, &c. vobis p̄zcipimus firmit injungend' qd' omnibus ac p̄termiſs & exculacōe quacunq; ceſſante in p̄zſona veſtra ſitis cozam nob in dicta Cur nrā die, &c. ubi cur

cunq; tunc fuerit tunc & ibm bond & sufficien causam in contrar' Ordin' predict' Ostenden' vel ostendi facien' cujus Ordinis tenorem vobis mittimus per latorem presencium Et hoc sub piculo incumbend nullatenus omittatis Te- ste, &c.

Dp' assign' Gard' & RR. Infan' per Guard' & al' Defendentem.

Anna Regina, &c. Cum A.B. Quer' quandam Petic'oem coram nob in Cur' Cane nostre versus T. D. Def. nuper exhibuer' Quq; eisdem Def. per breve nrm nuper precepimus qd' essent coram vobis in dicta Cancellaria nostr' ad certum diem jam ptic Petic'on' pdicte Respondur' sciatis qd' vos de fidelitatibus & pvidis circumspc'ionib; vris plurim confiden' scm directoem dicte Cur' re spialem assignavim; vos ac tenore presen- tium damus vobis tribus, &c. plenam potestat' authoritat' Guard' pro pdicto R. S. Infan' eli- end & constituendum Ac predict' Def. C. D. per nm & pdictum R. S. Infand per Guard' suos per vos tres, &c. eligend' & constituend' de & super materia Petic'ois predicte cujus tenorem vobis mittimus presentibus interclus diligenc exam'and' Et ideo vob tribus, &c. mandamus qd o certos dies & locos quos ad hoc provideritis o predict' Def. si commode ad vos laborari non possint accedatis Ac Guardian' p predicto Def. R. S. Infand eligatis & constitueris necnon pre- dict' Infand p Guardian' suum & pd' Def. C. D. p nm de & super materia Petic'ois predicte super actum pfat' C. D. & Guardian' Infan' predict' ce per ipsos prius coram vobis tribus vel duo- bus vrm Sacrosctis Dei Evangel' presand' di- genc examineris Responc'oesq; suas eidem Petici- oni fiend' Recipiatis & in scriptis in pergamen redig-

redigatis Et cum illas sic ceperitis eas vobis in dictam Cancellariam, &c. unacum hoc Breve Custodiam prædict' ubicunque, &c. mittatis certificatum Teste, &c.

A Clause in an Injunction to stay Judgment and Execution at Law.

Sed si Exitus in Causa ad cōmem Legem juncti sit tunc ad triacoem ad cōem Legem procedend' valeatis aliquo in præsentibus in contrar' non obstante Judicium tamen vel Executoem Judicij super veredicto aliquo p vos obtinend' petend' postulare vel impetrare desistatis & quiete vestrum dimittat Et hoc, &c.

Inspeximus in Literas Paten'.

Inspeximus Irrotulamentum quarundam Literarum nostrarum Patentium quibusdam A. B. & al' concess' gerentibus date apud Westm' sexto die &c. ut plenius in Rotulis Cancellar' nostre Irrotulat' ac ibidem de Recordo remanent in hæc verba.

Nos autem tenorem Irrotulamenti Literarum Paten' prædict' ad requisitionem dilecti nobis A. B. duximus Exemplificand' præsentibus In cujus, &c.

Commission to give Possession, and divide Lands.

Anna Regina, &c. Dilectis, &c. Sciatis quod nos de fidelitatibus & prudentiis circumspectionibus vestris plurimum confidentes in complementum justum Ordinem rogam nobis in Cur' Cancellar' nostra inter, &c. nuper lat' & reddit' gerentem dat' præsentium

cium assignavimus vos ac tenore plencium da-
mus vobis tribus, &c. plenam potestatem & au-
thoritat ad Domum Mansional Grang' & Fir-
mam, &c. in Com nrō Et ad terr'
in queremon prediat Quer' coram nobis in
bita Cur nostra versus pfat Def. exhic que-
relat & exprels acceden ealq; intrandi ingredi-
ndi & pambulandi ac eadem premissa dividendi
& sepandi in sepalitate hend tenend' & gaudend
pfat Quer & Def. Et ideo vobis trib' vel
nob' vestrum mandamus qd ad certos dies
nos ad hoc prohideritis ad Domum Mansio-
al Grang & Firmā ac Terras pdict accedatis
alq; intretis & ingrediamini ac eadem pmissa
ividatis & sepperetis in seperalitate hend & te-
end p predict Quer & pfat Def. Executoibus
mō & singulorum premisspm diligenc inten-
en' & Certificatoem vram de oīb' fcis & pro-
rels vris in premiss faciatis & in scriptis in
gameno redigatis Et cum sic feceritis tunc
ertificationem vrā predict nobis in di-
am Canc nram ubicunq; tunc fuerit sub Si-
illis vris trium vel duorum vrum claus di-
incte & apte mittatis unacum hoc bri facien
pdem in omnib' & singulis pmissis predict
rta directoem veramq; intencoem Ordinis pre-
ict' Teste, &c.

Breve de Assisten'.

Anna Regina, &c. Vic C. pro tempore existen
futur' salt cum constitit nobis in Cur
nc nre in quadam materia litis & contro-
sie coram nob ibm dependen inter, &c. qd
sio quorundam Tenemenc, &c. in manib',
Detenc est ab eodem Quer minus juste (ut
citur) & contra tenorem & exigenciā tam cu-
dom bris nostri de Injunco sub magno Si-

gill nrō Angl' confect e dicta Canc nrā in ea pte nuper emanat ac in contempt nrd ejuſdem Cur' nrd manifeſtū accepimus Sciatis igitur qd nos p̄dict Quer quod juſtum eſt in hac parte fieri volentes dedimus tibi plenam poteſtatem & authoritatem p̄fat Quer & Aſſignat ſuos in plena pacifica & quieta poſſeſſione Tenementorum p̄dict cum omnibus & ſingulis ſuis pertinen' univerſis ſine dilone ponend locand ac de tempore in tempus conſervand & juxta veram intenc̄oem hūis nrd de Jnc̄oe & Commiſſion nrd de Sequeſtrac̄oe p̄dict Et ideo tibi mandamus qd immediate poſt recepc̄onem hujus p̄ſen Comiſs nrd ad p̄dict Tenemen' cum pertinen' accedas eaq; intres & ingrediaris & qualcunq; pſonam vel perſonas poſſeſſiond ibm contra tenorem pl̄encium detinentes amoveas ejicias ac p̄dict Tenemen & cujuſlibt inde partis & pcelle ſine dilone pon' loc & conſtituas in p̄dict Quer' ipāq; in eadm poſſeſſione de tempore in tempus contra omnes impetus violencias & interrupc̄ones qualcunq; quotieſcunq; neceſſe fuit conſerves & defendas ſeu conſervari & defendi facias juxta tenorem veram intencionem & pp̄ie Jnc̄onis & Commiſs ſupra mencionat Et hoc nullatenus omittas Teſte, &c.

Diſtring' nuper Vic'.

Anna Regina, &c. Vic W. ſalt̄m p̄cipimus tibi qd diſtringas A. B. nup Vic p̄decеſſ tū in Offic Vicecom p̄dict per omnia Terr & Tenemen' ſua in Wallia tua ita qd nec ipſe nec alius p ipſum ad eas manus apponat donec aliud a nob inde hueris in mandatis Et qd de Exitibus eorumdem nob reſpondeas ita qd habeas corpus nob in Cancellar' nrā (the return) Corpus C. D. quem p preceptum noſtrum eidem

B.

B. in ea pte nuper direct̃ cepit put ipe nob in dcam Canc̃ nostram ad certum diem in dicto ꝓcepto nostro contenc̃ jam ꝓterit̃ nuper certificavit ad respondend̃ nob tam de contemptu ꝑdicto quam sup̃ his que sibi tunc ibm objicirtur. Et ad faciend', &c. (ut in Atc.)

Procedendo.

Anna Regina, &c. Majori & Aldris Civitatis nostr̃ London' salutem Licet nos nuper volentes certis de causis Cerciorari super quandam Petic̃onem sive Bill' Anglican' que erat coram vob seu vestrum aliquo in Cur' nr̃a Civic̃ ꝓdicte inter A. B. Quer' & S. M. Def. dependen' p̃ breve nostrum nuper vobis mandavimus q̃d tenorem Petic̃onis sive Bill' ꝑdicte cum omnibus eam tangen' quibuscunq; noib⁹ ptes ꝑdicte censarentur seu eorum aliquis censaretur nob in Cancellar' nostram adeo plene & integre ꝓout in custod' vr̃a residebatur sub Sigillis vris distincte & aperte mitteretis indilate Quibusdam tamen aliis de causis nos jam sp̃ialit̃ moven' vob mandamus q̃d de & in Petic̃one sive Bill' Anglican' ꝑdicte vel aliqua al' re eam tangen' cm ea celitate qua de jure & secundum consuetud̃ Civitat̃ ꝓdicte poteritis ꝓcedatis d̃co br̃i nr̃o vobis ꝓius direct̃ in aliquo non obstan' &c. &c.

Habeas Corp' Vic'.

Anna Regina, &c. Vic' Staff. salt̃m cum nos p̃ breve nostrum nup̃ Vic' dicte Comitat̃ ꝓcepim⁹ q̃d Attach̃ J. B. ita q̃d habeat coram nob in Cur' Canc̃ nr̃a ad certum diem in dicto Brevi nostro contenc̃ ac ill' nos in eandem Cur' nostram retornabit q̃d virtute br̃is nostri ꝓdicte cepit cor-

pus ꝑdicē J. B. cujus quidm corpus adeo languidum esset in Prisona nostra Com̃ prędicē sub custodia sua ut illum ad diem prędicē paratum here non potuit tibi ꝓcipimus firmiē injungens qđ corpus ꝑdicē J. B. nunc sub custodia tua ut dicitur detenē heas coram nob in dca Cane nrā in Octab, &c. ubicunq; tunc fuerit unacum causa vel causis capconis & detenconis ipsius J. B. in Prisonā prędicta ad respondend nob tam de quodam contemptu p prędcm J. B. illac ut dicitur qm̃ de hiis que sibi tunc ibidem objicientur Et ad faciend ulterius & recipiend quod dca Cur' nra consideraverit in hac pte Et hoc sub pcło incumben' nullatenus omittas Et heas ibi hoc brēve Teste, &c.

Inco' ad quietand' Possession'.

Anna Regina, &c. W. S. ac cuicunq; al' pson' sive quibuscunq; al' pson' aliquid jus statū usum interesse possionē sive demand' de vel in capital Messuag vocat S. & omnibus terris eidem ptinen' vel eodm̃ usitat scituat jacen' & existen' in B. in Com̃ nrō K. & de & in quadringenc Acr' de terr' boscal jacen' & existen' in sepalibus pochiis de B. H. L. O. & K. in Com̃ nrō K. in quodam finali Judicio sive decret coram nob in Cur Cancr nrā inc W. M. Gen' & Ux' ejus Relictam & Administratric K. B. Ar' defunct & R. B. Ar' Fil & hered dicti K. B. p Guard p Bill' de revivend Quer' & Johem S. Ar' consanguin' & hered H. S. Mil' & Bar' & Ricm Young Ar' defunct nuper fact & reddit gerend' dat xviii die Julii ult prit mencionat & exprss aut de vel in aliqua inde pte sive pcella p vel sub te ꝑdcm W. S. vel p vel sub prędcm Hum post Exhibicionem querem̃on' dicti Ricd B. coram nob in dicta Cur' Cancr Termino Scī Trin' Anno

no Reg' Carol Regis pzimi pcharissimi nu-
Pzis nrd 17 versus dnum Hum S. & al'
clamed vel vendikond & eozum cuilibet sal-
Ostens est nobis in dicta Cur nra p te pze-
Quer qd' p Judicium sive Decret pzedict ad-
icar & decret sit qd pzedicti Querkes hered &
ignac sui Capital' Meluag' terr & quadzin-
ac acras terr boscal que quidm pmissa con-
ac vel menkonac conbeiac fuer p pfac Hum
Kitto B. Ar & heredibus suis p Jndentur
ed dat 15 die Nov. Anno Regni pcharissimi
er Pzis nrd Dnd Carol' nuper Regis Angl
vo donec & quousq 1500 l. in questione una-
damag' & custag' pinde pzefac Quer solue
Odq tu pfac W. S. bzi nostro de Execu-
e Decret pzedict debe inservie existed Decre-
pzedictum perfozmare aut possessionem pze-
fozum delibare recusasti & tu pzefac W. S.
Ozdind dicte Cur nostre gered dat 21 die
and Febr' in contemptu nostri dictoq Cur no-
adjudicac & Pzisone nostre de le Fleet pzoin-
Commiss sis & Decret pzedict obedienciam
dere omnino adhuc recusas (minus juste) ut
itur nos ad hec consideracionem ventes tibi
tur pzefac W. S. Ar ac vobis pfac omnibus
ingulis ceteris psonis supzadict & vestrum
libet subpa 5000 l. de Tere & Catall' vestris
ujuslibet vestrum ad opus nostrum levandi
mie injungens pzecipimus qd' possession' Ca-
al' Meluag' ac terrarum eidem ptinen' ac
boscal' pzedict & aliozum pzemissozum pze-
ozum & cujuslibet inde ptis & peelle abhinc
itus amoveatis & quilibet vestrum amoveat
d pzefac Quer' Hered' & Assignac suos in
pital Meluag' terras & pzemissa pzedict in
ret pzedict menkonat & expzess & quamliber
e partem & parcellam intrare & ingredi ac
nam & quietam possessionem eorundem absq

aliqua interruptone ſeu contradictone quacunq; here tenere uti frui poſſidere & gaudere pmittatis & quile veſtrum pmittat quodiſmodo Teſte, &c.

Breve de Aſſiſten'.

Anna Regina, &c. Vic noſtro R. p tempore exiſtent ſalt̃m cum W. S. Ar' per breve noſtrum de injunctone e Cur' Canc noſtre nuper emanat ſedn̄ quendam Ordin' coram nobis in dicta Cur noſtra facte inter W. M. Gent & Ux' ejus, &c. Quer' & Johem S. &c. Def. gerent dat 27 die Feb ale prefic nuper p̃cept fuit qd̄ idm̄ W. S. a poſſeſſione Capital' Meſuag' vocat S. ac quarundam terrarum & quadringene acrarum terrarum boſcal' in com̄ tuo in bri predicto & in quodam finat Juſticio ſive Decret coram nobis in dicta Cur noſtra inc partes p̃dictas nuper facte & reddit gerent dat 18 die Julii ule p̃t mentonat & ſpecificat adtunc penitus amoveas & qd̄ permittat prefat Quer' in premiſſa predict intrare & ingredi ac plenam & quietam poſſeſſion̄ eorundm̄ here tenere & gaudere Jam quidatum eſt nobis intelligi qd̄ predictus Wilm̄s S. mandato noſtro in brevi de Execuc Decret predict ac in brevi de Jnctone predict contum parere reculat Scias qd̄ nos in complemen̄t Ordin̄ coram nobis in dicta Cur Canc noſtra facte inter partes predictas geren' dat̄ preſentib̄ debimus ac tenore preſencium damus tibi plenam poteſtatem & authoritatem ad premiſſa in Decret & Jnctone predict mentonat & exprſſ accedendi eaq; intrandi deinq; Def. ac omnes alios in poſſeſſione premiſſ exiſten' contra tenorem Decret & Jnctonis predict e poſſeſſione eorundm̄ amovend' ac prefat Quer' in plena quiet & pacifica poſſeſſione omnium & ſingulorum premiſſorum

rum

ꝓdictorum indilate & sic de tempore in
pus toties quoties necesse fuer ponend' eos-
Hered' & Assignat suos in tali possessione de
pore in tempus conservand' & quietand' Et
tibi mandamus qd' immediate post recepto-
huius hꝛevis ad ꝓmissa ꝓdicc accedas
intres ac dcm Del. ac omnes ill' in possessi-
missorꝫ. existen' contra tenorꝫ Decret & In-
ꝓdict e possessione eorundem amoveas ac
ice Quer' omnium et singulorum ꝓmisso-
ꝓdictorum indilate fere facias plenam
ficam & quietam possessionem eosq; hered' &
nat suos de tempore in tempus toties quo-
necesse fuerit in tali possessione ponas &
itues seu poni & constitui facias ac de tem-
in tempus in eadem ꝓserves & continues
eservari & custodiri fac' juxta tenorem de-
q; intentionem Decret et hꝛevis nostri de In-
tione ꝓdict Teste, &c.

Supersedeas Priveledg'.

Anna Regina universis & singulis Justiciariis
dicibus Vic Escaetorꝫibus Majorꝫibus Ball'
stabulariis et omnibus aliis Officiar' Mi-
ris et fidelibus nostris quibuscunque tam
a libertates quam extra ad quos ꝓsentes
ere pervenerint salt̃m cum tam ex dignitate
ra Regia et Progenitorꝫ nostrorꝫ quon-
Regꝫ Angl' qm ex consuetud' antiqua in
na Cur' Cancellar' nostre ac Progenitorꝫ
rorꝫ a tempore cujus contrar' memor ho-
non existit hactenus obtent et approbat sit
Cancellarius Angl' aut Custos Magni Si-
Angl' pro tempore existen' ac alii residen'
iciarii Clici et Ministri de eadem Cur' Can-
ar' nostre ac Progenitorꝫ nostrorꝫ qui ꝓse-
tes et ꝓmpti in Obsequiis nogris infra

eandem

eandem Cur' Cancellar' nostre p̄z̄o bono publico Regni nostri indies deservium & insistunt de hoīb⁹ servien' terris tenemen' Redditibus & Bonis & Catallis suis liberi ac quieti esse debeant ac tempoꝛibus retroactis esse consuever juxta p̄vileg & libertat Cur' Cancellar' nostre p̄dict' Nec ad comparend' vel respondend' coꝛam aliquibus Justiciariis Judicibus Officiariis aut Ministris nostris secularibus quibuscunque p̄terquam coꝛam Cancellar' Angl' seu Custod' Magni Sigilli Angl' qui p̄z̄o tempoꝛe fuerit super aliquibus p̄litis querelis transgress seu demand' quibuscunq; que personam nostram non tangunt (p̄litis de libo tento felonie & apellis duntaxat except) aut rōne alicujus summonicon' sive impanellacon' de vel in aliquibus Assis Jurat' seu Recognitionibus coꝛam eisdem Justiciar' Judicibus Officiar' vel Ministr' capiend' aut ad aliquod Officium Collectoꝛis Subsidii decimarum & quintarum decimarum Guardian' Eccle Constabular' Supervisoꝛum viarum Supervisoꝛum p̄z̄o pauꝛibus sive ad vigiland' vel wardand' seu ad aliqua alia Officia servic' seu attendenc' alibi q̄m in Cur' nostra p̄dict' exercend' quam a dicta Cur' nostra retrahi possint contra voluntatem suam trahi vel compelli arrestari implacitari impz̄isonari eligi seu oñari non debeant quovismodo nec aliquibus tempoꝛibus retroactis consuetu verunt que quidem consuetudo p̄vileg & libertat' in Parliamento Dn̄i Edꝛi nuper Regis Anglie tertii P̄zogenitoꝛis nostri apud Westm' Anno Regni sui decimo octavo tenc' per ipsum Regem ac per Comites & Barones suos ac p̄ alios in dco Parliamen' existen' accepc' fuer' & ap̄pbat' put per indoꝛsamen' cujusdm Petitionis coꝛam ipso Rege inde in dicc Parliamen' ex̄hibic & in Rotulis ejusdem Parliamen' irrotu-

lat'

ene liquet Et quia J. D. eſt unus Clicozum
. Ac unius lex Clicozum Cancellarie no-
zedicte Nos Conſuetudiñ & pzivileg pzedicc
penes ipſum J. D. cozroborantes & gra-
ntes ac ill' ei ad quod benefic Cauſa pdicc
re eſt ſpectans inviolabilie ut pzedictum eſt
bari necnon firmiter & plenarie appzobari
tes vobis & cuilibet veſtrum mandamus
nie injungend' pzcipimus qd ipſum J. D.
a tenozem libertat & pzivileg pzedicc non
etis ſeu gravetis nec ad comparend' vel
dend cozã aliquibs Juſticiar' Judicibus
ar' aut Miniſtris ſecular quibuſcunque p-
cozam Cancellar' noſtrp Angl' ſeu Cuſtoñ
i Sigilli Angl qui pzo tempoze fuerit ſu-
liquibus plitis querel' tranſgreſſ ſeu de-
que perſonam noſtram non tangunt, (pli-
libo tenemento feloniis & appellis dun-
excepe) nec rõne aliquibus ſummonitonis
npanellatonis campellatis nec veſtrum a-
compellat quovilmodo nec in aliquibus
Jurat ſeu Recognitonibus cozam pzedicc
iar' Judicibus vel aliis Officiar' aut Mi-
quibuſcunq capiend' nec in aliquo Offi-
ollectoz' Subſidij quintarum decimarum
cimarum Guardian' Eccle Conſtabular'
vilozis biarum vel Collectozis pzo pau-
is ponatis nec eligatis neq ipſum ad vi-
vel warband' vel ad aliquod alium Offi-
rvic aut attendenc alibi qñ in Cur na-
zedicc faciend aut exercend' compellatis
npelli faciatis quovilmodo Et diſtrictoñ
eidem J. D. ea occone feceritis ſeu ali-
rñ fecerit ill' ei ſine dilone relaxetis &
uile relaxet Ita qd' ipſe pzedicc J. inde
vel aliqñ veſtrum contra tenozem Li-
& pzivileg' pzedicc vel in aliquo pzemiſſo
on moleſtetur ſeu in aliquo gravetur nec

ab

ab aliis quantum vos obſtare poteritis ipm̃ no
leſtari ſeu gravari pmittatis quovismodo
ſte, &c.

Super' Privileg' de veniendo & redeundo.

Anna Regina, &c. univerſis & ſingulis Ju
tibus Juſticiar' Vicecom' Majoribus Balliv
Conſtabular' ac omnibus al Officiar' Miniſt
Ligeis & Subditis noſtris quibuſcunq; & eo
cuilibet ſaltm̃ cum ſecundum conſuetudinem
Regno noſtro Angl hactenus obtenē & appr
hoies ad pſenciam noſtram de mandato no
ſpiali ſeu ad Cur noſtras venien ibidem mo
& ad ppria redeun' ac eorum familiares &
vien infra Protectionem & Defencionem noſt
exiſtunt ſpiales ipſiq; rōne alicujus debiti co
tranſgreſs ſeu alterius cujuſcunq; contract
ſic circa perſonam noſtram ſeu in Curiis no
de mandato noſtro ſpecial' fuerint arreſtari
nime debeant ſeu impriſonari Cumq; per q
dam Ordinem coram nobis in Cur Canc
inter A. B. Quer & C. D. & E. Deftes m
fact & reddit gerēn dat, &c. Ordinat ſit g
dict Def. Compm̃ redderent coram J. J.
in Canc noſtra Magrorum uno contnen m
in eodem Ordin' mentionat ac pdict Def.
rius ducent mille paſſus pdict J. J. Mil
tendere in pprijs perſonis ſuis vener
tendanc coram perſonal' circa Compm̃ &
rias pdict valde neceſſar' & requiſit ſit
igitur & cuilibet veſtrum mandamus q
C. D. & E. ſeu eorum alter rōne alicujus
Compm̃ tnſgr ſeu alt̃ius cujuſcunq; contrac
ſic circa mater pdict attendant non arre
ſeu impriſonetis nec eos ſeu eorum alterum
tra conſuetud' pdict moleſtetis in aliq
gravetis Teſte, &c.

Com' ad dividend' Terr'.

Anna Regina, &c. Dilectis, &c. sciatis q̃d nos
dilectionibus & prudis circumspectionibus de-
s plurimum confiden (in Complemen' cujus-
Ordinis coram nobis in Canc' nostra inter
B. Quer' & C. D. &c. Defend' nuper fact &
die gerend' dat, &c.) Assignavimus vos ac te-
e presencium damus vobis, &c. plenam pote-
em & authoritatem ad sepal' Mañia Terr'
emen' Hereditamen' in Com' nostro D. (pan-
Inheritanc' A.B. defunct ac in quaremon'
ac A.B. &c. Quer' coram nobis in dicta
nostra versus prefat' C. D. Def. exhib' que-
& express) accedendi eaq; intrandi ingredi-
& perambulandi ac eadem premissa divi-
di distinguendi & sepandi videlt unum dimi-
m vel medietatem eorundem hend' tenend' &
end' per prefat' Quer' Hered' & Assig' suos
sepalitate ac alterum dimidium vel medieta-
premissorum prefat' Def. & Heredibus suis
manere secundum Directionem & Ordin' pres
ideo vobis, &c. mandamus q̃d ad certos dies
cos quos ad hoc prouideritis ad sepal' Maner'
ri Tenemen' & Hereditamen' predict' accedatis
intretis & ingrediamini ac eadem premissa
idatis distinguetis & sepetis in sepalitate ut
fertur hend' tenend' & gaudend' Ac omni exe-
tioni premissorum diligen' Et cum sic feceritis
p Certificationem vestram de omnibus factis
ocess' vestris in premiss' in scriptis in pga-
no redact' nobis in dictam Cancellar' nostram
&c. ubicunq; tunc fuerit sub Sigillis vestris,
claus' distincte & aperte reddat' certior' una-
m hoc breve facien' in p̃miss' juxta directionem
camq; intentionem sepal' Ordin' predict' cujus
nor' vobis mittimus per Latorem presencium
esse, &c.

† Com'

Com' ad ſeperand' Terr'.

Anna Regina dilcis ſibi, &c. Sciatis q̄s
de fidelitatibus & p̄vidis circumſpectio
veſtris plurimum confidēs Aſſignavimus
ac tenor̄e p̄ſencium damus vobis, &c. ple
poteſtatem & authoritatem in complemēt cu
dm̄ Ordin̄ coram nobis in Cur' Cancellar
ſtre nuper fact & reddit inter Johem Cudw
Clicum Rector de R. in Com̄ W. Quer & Jo
Fortescue Ar Def. gerēd dat 13 die Nov
(ubi p̄tie) in ſeperal' p̄cellas terrarum v
Parſons Cloſe, great Rye Piece, &c. percell'
ſili de Weetley in Com̄ W. p̄dict ac in O
p̄dict mentionat intrandi & ingrediendi ea
pambulandi & ſupervidendi ac ex eiſdem terr
metas & bundas ſepandi ſeponendi & diſtin
endi tantum terrar que tempor̄e Inductionis
fac Quer' in Rectoria p̄dict de valor̄e treſd
libr̄arum p Annum (& non amplius) fuerint
mitti p Amis vel p Vita hend & gaudend
fac Quer & ſucceſſor̄ibus ſuis Ac p̄o me
p̄greſſu v̄ro in p̄miſſ damus vobis tribus
duobus veſtrum conſilem poteſtatem & auth
tatem Teſtes quoſcumq; per ptes p̄dictas ſeu
rum alias p̄ducend de & ſuper quibuſdam
ticul ſive Interr' que idonea for̄e videritis
veritatem p̄miſſ illuſtrand' ſeu inveniend
ligenē examinand & ſupvidend examinat
teſtium inter ptes p̄dict antehac capt Et
vobis, &c. mandamus q̄s certis diebus & h
ad hec congruis & oppor̄tunis ad tert & p̄m
p̄dict accedatis eaq; intretis & ingrediamini
partes ip̄dictas Teſtesq; ſuos coram vobis,
Venire faciatis & evocetis ac ipſos Teſtes &
rum quemlibet p ſe ſeparatim de & ſuper Int
p̄mdictis ſup Sacra ſua tact̄ p ipſos p̄ius
vobis

bis, &c. Sakroſtis Dei Evangeliis coꝛpoꝛalie
tans diligene examinetis Ac tam ſupinde qm
nibus aliis viis modis & mediis licitis om-
executoni ꝑmiſs diligene intendatis Ac terr'
ire ut ꝑtertur ſi poteritis p metas & bundas
ereris ſeponetis & diſtinguatis ſed ſi ſepat p-
l' terr' pꝛedice ſuper evidene pꝛedice apparue-
nt non excedere valoꝛem treſdecim libꝛaꝝ
Annum vel non fuiſſe valoꝛis treſdecim libꝛa-
n p And tempoꝛe pꝛedice tunc totas pcellas
ꝑdict per metas & bundas ſepetis ſponetis
iſtinguatis hend tenend & gaudend p pꝛedice
ier facien in pꝛemiſs ſcm directonem veram-
intenconem Oꝛdinis pꝛedicti cujus tenoꝛem
bis mittimus p latoꝛem pꝛeſencium Et cum
leceritis nos de totis factis & pꝛogreſs veſtris
pꝛemiſs in Cane noſtram pꝛedictam (the re-
n) ubicunq; tunc fuerit per Certificatonem
ram in ſcriptis in pgameno redact ſub Si-
lis veſtris trium vel duoꝛum veſtrum claus
inate & apte reddatis certioꝛes hoc bꝛeve no-
eciam remitten Teſte, &c.

Attach' Ceſtr'.

Anna Regina, &c. Camerar noſtro Ceſtr ſive
s Deputat ibidem ſalutem vobis manda-
s qꝺ per bꝛeve noſtrum ſub Sigill' Comi-
' noſtri Ceſtr' debo modo conficiend Vic
ſtro ejuſdem Com detis in mandatis qꝺ
ttach A. B. ita qꝺ', &c. (pꝛout in Attach)
habeatis ibi tunc bꝛeve noſtrum pꝛedi-
m per te ſibi inde direct unacum hoc bꝛevi
ſe, &c.

Palatin'

Palatin' Lanc'.

Cancellar' suo Ducat sui Lancastr vel ejus Deputat ibidem salutem vobis mandamus q per breve nostrum sub Sigill nostro Com nostri Ducat predict Vic nostro ejusdm Comitat detis spialit in mandatis qd Attach, &c. C heatis ibi hoc Breve & aliud breve inde direc Teste, &c.

Inc'o ad restr' vast'.

Anna Regina, &c. A. B. necnon servient agentibus & operariis suis quibuscunq & c rum cuilibet saltm Ostens est nobis in C Canc nostre ex pte C. D. Quer qd cum id Quer' per quandm suam queremon cozam bis in dicta Cur nra versus te prefat A. B. nuper exhic Relevium sibi petiiverit adheri p makiis in eadem queremon contenc Odque prefat Def. diversa vasta & spolia perpetr & adhuc perp[illegible]tras super quodam Mesuag vel Tenemen ac super quibusdam antiquis c pfat & pastur ad eadem spectan Ac eciam m na vasta & spolia ppetrasti in discindend di Arbozibus Maeremii ibm & plures earumd discindere comminas jacen & existen in p A. in Com nostro R. minus juste ut dic Nos ad hec consideracionem henkes vobis ig pfat omnibus & singulis personis supzadic & vestrum cuilt subpena quingentarum li rum de Terr Boñ & Catall vestris & cujusli vestrum ad opus nostrum levand firmit inj gend' pcipimus qd dictas antiquas terr pa ras & pati arare vel sulcare ac aliquas Ar res Maeremii super dicta pzemissa crescen humoi Arbozes que jam decis & pzostrat s

eri

inde aſportare effodere eradicar' fuccidere ſive
oſterner vel aliqua ar' vaſta ſive ſpolia quecun-
e in vel ſup dicta premiſſa & Weſtnag' ſive Te-
nemen predicc facer' committer' ſive ppetrare aut
nmitti pmittere adhuc deſiſtatis & quilt ve-
um adhuc penitus deſiſtat donec, &c. T. &c.

' ad Proſtern' Maerem' & inde levand' ſummam Pecun' in Complemen' cujuſdam Ordinis.

Anna Regina, &c. Dilcis ſibi, &c. ſaltm Sci-
s qd nos de fidelitatibus & ppidis circum-
conibus veſtris plurimum confiden aſſigna-
nus vos ac tenore preſentium damus vobis,
plenam poteſtem & authoritatem (in Comple-
n ejuſdem Ordin' coram nobis in Cur' Canc'
ire nuper facte & reddit' inter A. B. & al' per
ard' Quer' & L. & al' Defendentes gerend' dec'
ie Marcij ult' ptit') in Maner' Terr' Tenemen'
ſcos & Maeremium ſuperinde creſcen' in
n' noſtro L. in queremon' dictorum Quer' in
dine predicc' mentonat' intrandi & ingrediendi
& pambulandi & ſupvidendi & talem ptem
ldem Maerem' que jam delapſa vel delapſura
ſternendi & ſuccidendi qual' proſtrata & ſuc-
levabit vel faciet ſummam quingentarum
arum pter omn' al' neceſſar' expens' ad eadem
nen' (ptermitten') Eſtover' (Anglice Eſtovers)
enentibus) Et poſtea Maremium & Boſc'
e ſterneritis & ſuccideritis eoſdem venden-
ad extremum valorem Et ideo vobis, &c.
ndamus qd certis diebus & horis ad hec con-
is & opportunis ad Mañia Terr' Tenemen'
oſcos predicc' accedatis eoſq; intretis & in-
diamini Ac omnibus viis modis & mediis
is omni execucone premiſſorum diligene in-
datis Ac Maeremium predictum ut prefer-

tur ꝓſterni ſuccidi & vendi cauſetis ad valoz̄
ꝓdictum Ac quicquid racone ꝓmiſſozum
vabitur vos ꝓfat (name two of the Commiſſ-
oners) recipiatis & ꝓdicto Quer A. B. & al
Aſſignat ſuis de tempoze in tempus debo me
ꝓſolvatis & ſatisfaciatis donec pecuniam
expens ꝓdicc ut ꝓfertur levanda & ſatisfac
fuer' facien in ꝓmiſs juxta tenozem ver
intenc̄onem Ozdin ꝓdicti cujus tenozem vob
mittimus per latozem ꝓſencium Teſte, &c.

Att' Privileg'.

Anna Regina, &c. Vic. S. ſaltm ꝓcipim
tibi qđ Attach A. B. ita qđ eum habeas co
nobis in Canc̄ noſtra in, &c. ubicunq; tunc
rit ad reſpond C. D. und Clicozum F. H.
unius lex Clicozum dicte Cur̄ noſtre in pl
debi Et ad faciend ulcius & recipiend quod
Cur', &c.

Superſedeas ſuper Att'.

Anna Regina, &c. Vic'——ſaltm Licet
nup per bzeve noſtrum tibi ꝓcepimus qđ
tach A. ita qđ eum habeas cozam nobis in
noſtram ad certum diem in dicto bzevi
contenc̄ ubicunq; tunc fozet ad reſponden
bis tm de quodam contemptu nobis per
A. illas ut dicitur qm de aliis que tibi
ibidem objicerentur & ad fac ulterius
cipiend quod dicta Cur' noſtra conſidera
in ea pte put p bzeve ꝓd apparet Quibu
tamen certis de cauſis nos ad ꝓſen' ſp
moven' tibi ꝓcipimus qđ omnem execu
bzevis nod ꝓdict quamcunq; p te in aligu
cjend ſupſedeas omnino Et ſi ipſum A. p
mandati noſtri ꝓdict' cepis aut ipſum in
cer

bus manucape tenes tunc ipsum A. a pri-
qua sic detinetur si ea ocone & non alia de-
atur in eadē sine dilone delibari fac C.
c.

Supersedeas super Att' cum Proel'.

nna Regina, &c. Vic' M. saltm licet nos
r p breve nostrum tibi p̄cepimus qd' in om-
s & singulis locis infra Balliam tuam tm
Libertates qm̄ extra ubi magis expediri
is ex pte nostra publice p̄clam fac qd' A.
na ligeanc sue coram nobis in Canc no-
d certum diem in dicto brevi nostro contenc
nq̄ tunc' coram p̄sonalic compareret p̄out
breve nostrum plenius apparet Quibusdam
n certis de causis, &c. (p̄out in supersdeas
Attach.)

Supersedeas super Com' Rebell'.

na Regina &c. Dilcis sibi (ut in Com) sa-
cum p Literas nostras Paten' vobis &
et vestrum conjunctim vel divisim manda-
us qd' A. B. ubicunq̄ invene foret infra
um nostrum Angl' tanquam Rebellem &
nostē ebtemptor̄ Attach seu Attach fac ita
heretis vel heri fac coram nobis in Canc
ad certum diem in dictis Literis Paten'
e ubicunque tunc foret ad respondend' su-
lis que sibi adtunc & ibidem objicerentur
faciend' ulterius & recipiend' quod dica
d̄ consideraret in ea parte Quibusdam
certis de causis nos jam moven' vobis &
vestrum mandamus qd' in omni Cre-
Literar nostrar̄ Paten' p̄dict' p vos
rum aliqd in aliquo fiend' supersedeatis
Et si p̄dict' A. p̄textu mandati nostri

pdice ceperitis sive vestrum aliquis ceperit
in Prison manucapc tenetis seu vestrum al
quis tenet tunc ipm A. a Prisona qua sic det
netur si ea occone & non alia detineatur in e
dem sine dilone liberari fac T. R. &c.

Breve Claus' super Decret'.

Anna Regina, &c. C. D. saltm cum per qu
dm finale Judicium sive Decretum in Cur Ca
nostre nup fac & reddic inter A. B. Quer & p
fac C. D. Def. gerem dar 11 Junii ule ptic
dinar & Judicar est gd pdicc C. D. solveret p
fac A. B. 1000 l. bone & legis monet A
tibi igitur pfat C. D. pcipimus & firmiter
jungend mandamus gd pdicc 1000 l. pd
A. B. immediate post recepcon hujus br
debo modo solvas seu solvi facias jurta te
effectum veramq; intencon Decret pdicc &
nullatenus omittas quovismodo, &c.

Cerciór' Clerico Parliam'.

Anna Regina Dilco & fidel suo A. B.
Clico Parliamentorum nostrorum saltm
tes certis de causis Cerciorar sup tenorem
dam Acc Parliamene fac & habilic in P
amento nostro tenc & inchoat apud Westm
die Anno Regni nostri &
usq; diem Continuat Ac dc
usq; diem pr' sequen pdcat
titulat An Act, &c. tibi mandamus gd te
Acc pdicc cum omnibus eum tangen nob
Cane nostram sub Sigillo vestro distinct
perte sine dilone mittas & hoc brevi T. R.

Cer

Certiorar' utrum Maner' ſit antiquum Domin'.

Anna Regina, &c. Theſaur' & Cancellar' ſuis &c. Salt'm quibuſdam certis de cauſis certiorar' vo-lumus utrum Maner' de S. in Com' L. ſit de an-tiquo Dñico Corone Angl' necne vobis mandam' quod ſcrutat' libro noſtro qui vocat Doomeſday de hoc inde inveneritis in Canc' noſtram ſub Si-gillo Scacii noſtri diſtincte & aperte ſine diſone mittatis certiores hoc breve nobis remitten' T. &c.

Certiorar' ad removend' Bill' a Cur' Major' London'.

Anna Regina, &c. Majori & Aldris Civitat' London' ſalt'm volentes certis de cauſis certiorari de & ſuper quadam Petitione ſive Billa querimod' coram vobis ſeu aliquo veſtrum per C. D. ads A. B. nuper exhibit' & pendent' vobis mandamus quod Petitionem ſive Billam p̄d' in omnibus ea tangen' quibuſcunq; noibus eadem p̄dicte cenſeantur nobis in Canc' noſtra ſub plene & integre put in Cuſtod' veſtra ſeu alterius veſtrum nunc reſidene certificetis indi-lata ſub Sigillis veſtris unacum hoc brevi ut nos inde fieri faciamus quod de jure fiend' vi-derimus p̄cedend' T. R. &c.

Certiorar' ſuper Depoſic'ones teſtium.

Anna Regina, &c. Dilcis, &c. Salt'm volen-tes certis de cauſis Certiorari ſuper Exhibito-nibus & Depoſitionibus quorumcunq; teſtium de factis & p̄greſſionibus veſtris in p̄miſſis A. Quer' & C. D. Def. per vos p̄fat' Com' vel duos veſtrum ſuper quibuſdam Interr' tute brevis noſtri de Com' vobis tribus vel

duobus vestrum directe capē & examinat̄ pen
vos jam resident (ut dicitur) vobis & cuilibe
vestrum mandamus qd̄ Extraiakones & Depoſi
nes oīacq; facta & pgres vestros in premiſs ad
plene & integre prout coram vobis tribus
duobus vestrum capē fuer nobis in Canc
ſtram ſine dilone ubicunq; tunc fuerit ſub Sig
vestris trium vel duorum vestrum claus diſti
cte & apte certificetis & mittatis unacum C
& Interr predict & hoc brevi T.R. &c.

Certiorar' ſuper ſecuritat' Pacis.

Anna Regina, &c. Cuſtodibus Pacis ſue
Com M. & Vic ejuſdem Com & eorum
ſaltm volentes certis de cauſis Certiorari ſup
quandm ſecuritat Pacis quam A. B. de C.
Com predict Gen invenit coram vobis ſeu
quibus vestrum de eo qd̄ ipſe dampnum vel
lum aliquod D. E. de Corpore ſuo aut de
dio domorum ſuarum non faciet nec fieri p
rabit quovilmodo vobis & cuilt vestrum
damus qd̄ ſcrutat̄ predict̄ cum omnibus
tangen quocunq; nom idem A. cenſeatur no
Canc noſtram, &c. ſub Sigillis veſtris vel
vestrum diſtincte & aperte ſine dilone mittatis
hoc breve T. R. &c.

Certiorar' per que ſervitia.

Anna Regina, &c. Theſaurar & Camerar
ſaltm Volentes certis de cauſis certiorari
que ſervitia Maner' de F. in Com L. cum
tenetur vobis mandamus qd̄ ſcrutat̄ tm
Feodorum qm̄ libro vocat Doomſday & al
mor de Scitio predict premiſs tangen in The
noſtro ſub Cuſtod brd exiſten de eo quod
inveneritis in Canc noſtram ſub Sigillo

ri distincte & aperte sine dilone mittatis &
bzeve C. R. &c.

Com' ad ex' Def. super contempt'.

nna Regina, &c. Dilcis sibi, &c. salt̃
aris, &c. (usq; ad potestatem & authozitatem,
C.D. Dek. de & super quibusdam Interr p-
interclus tangen vel concernen quendam
tempt per pzedict C. D. in materia A. B.
r perpetrand ut dicitur diligent Examinand
ta direckon cujusdam Ozdin dicte Cur' no-
in ea parte fact & reddic gerem dar
ule pterie) Et ideo, &c. (usq; ad era-
konemq; suam) super contempt pzedict re-
t, &c. put in Com̃.

Com' ad ex' test' ad proband' Contempt'.

nna Regina, &c. usq; ad authozitatem testes
cunq; de & super quibusdam Interr tan-
quendm Contempt p C. D. perpetrat ut
ur pzsentibus interclus diligent Exami-
' Et ideo, &c. ut in Com̃.

Com' R. R. plit' sive moracon'.

nna Regina, &c. Dilcis sibi, &c. cum A. B.
i quandm Petikon cozam nobis in Canc
ta versus C. D. nuper exhibuit q̃q; eidem
. per bzeve nostrum nuper pcepimus quod
cozam nobis in dicta Canc nostra ad cert
jam ptic Petikoni pzedict Respondr' sci-
q̃ vidimus vobis tribus vel duobus ve-
m potestatem & authozitatem jurta directa-
Cur' nostre pdicte spialem respontonem dicti
. eidem Petikoni fiend cujus quidem tenoz
is mittimus pzsenti us interclus super

sacrm suum p sacra Dei Evangelia corporaliter
ptand vel plitum suum absq; sacro suo pre-
stand sive moracon suam in lege predict Def.
querimon predict fiend' debe & respective recipi-
end Et ideo vobis tribus vel duobus vestrum
mandamus qd' ad certos diem & locum quos
ad hoc providerit ad prefat Def. si commode
ad vos laborari non possit accedatis ac respon
con sive plitum & moracon suam predict debe
respective ut dicitur recipiatis & in scriptis r
pgamen redigatis & cum illas sive illam
recepitis eas sive eam nobis in dictam Can
nram, &c. ubicunq; tunc fuerit sub Sigillis v
trium vel duorum vestrum clausis distincte &
perte mittat unacum tenore predict & hoc by
ve T. &c.

Com' RR. Corporis Incorporat' & al' Def.

Anna Regina, &c. Dilcis sibi, &c. cum A.
Quer' quandam suam Petitionem coram nob
in Cur' Cane nostre versus Decan & Capitulu
Eccle Cathedral Beate Marie Lincoln & C.
& E. f. Defendentes nuper Exhuer quodq; c
dem Def. p breve nostrum nuper precepimus
essent coram nobis in dicta Cane nostra ad-
tum diem jam pterit Petitoni predict respon
& quia Decanus, &c. predict sunt unum corp
corporat ac pinde responc suas unanimo c
sensu facte consueverunt Sciatis igitur qd
de fidelitatibus & providis Circumspectionib
vestris plurimum confiden assignavimus vos
tenore plencium damus vobis tribus vel du
obus vestrum plenam potestatem & authorita
ipsos Decan, &c. & al' Def. de, &c. Et ideo,
qd' accedatis ad Decan, &c. ac ipos de & sup
materia Petitonis predict diligene examinet
respontonesq; suas finem Petitoni fiend

Sigillo suo recipiatis & ad Def. de & super
teria Petitionis predicē super sacrā tacē, &c.
in geñal' Com̄.)

Com' ad assignand' Guard' pro Def.

Anna Regina, &c. Dilectis sibi, &c. cum A. B.
uer quandā Petitionem coram nobis in Cancē
stra versus C. D. nuper exhuer' Quōq; eidem
f. per breve nostrum nuper precepimus qđ
t in dicta Cancē nostra ad certum diem jam
teritum Petitioni predicē respondeat Qui qui-
n Def. Infans infra etatem viginē & unius
norum existens eidem Petition' respondere &
am predicē defendere per Guard' suum de-
at Sciatis igitur qđ nos de fidelitat & probi-
circumspectionibus vestris plurimū Confi-
ntes assignavimus vos ac tenore presentium
mus vobis tribus vel duobus vestrum ple-
m potestatem & authoritatem jurta directio-
m dictē Curē nostre specialem ad predict Def.
edendi ac quandam hilem & idoneam perso-
m eligendi & assignandi pro ejus Guard'
r quem respondere & sectam predicē defendere
sit Et ideo vobis tribus vel duobus vestrum
andamus qđ ad certos dies & loc quos ad
e proviđeritis ad predict Def. accedatis ac
uard pro predicē Def. eligatis & assignetis
certificationē vestram inde fac & in scrip-
in pergameno redigatis & cum sic feceri-
eam nobis in Cancē nostram predict in,
. ubicunque tunc fuerit sub Sigillis ve-
is trium vel duorum vestrum clausa di-
nte & aperte mittatis unacum hoc brevi
. Tr. &c.

Com'

Com' ad ex' Teſtes ex aſſenſu partiu' om'.

Anna Regina, &c. Dilcis ſibi, &c. ſaltm cum quedam materia litis & differentie coꝛam nobis in Canc noſtra inter, &c. nuper oꝛta & mota ſit & adhuc indeciſa & indeterminata pendet Sciatis qđ nos de fidelitatibus & ꝓvidis circumſpectionibus veſtris plurimũ confidẽ aſſignavimus vos ac tenoꝛe pꝛeſentium in Complemẽ cujuſdam Oꝛdinis gerẽ dar, &c. damus vob tribus, &c. plenam potem & authoꝛitatem et pleno libero & unanimo conſenſu & aſſenſu ptiũ ꝑdict & earum cujuſlibet Teſtes quoſcunq; de & ſuper quibuſdam Interr per ꝓtes pꝛedicte pꝛodcendũ eam ex parte pꝛedicte Quer' qđ ex parte pꝛedicte Def. vobis tribus vel duobus vrm miniſtrandũ ſeu delibandũ diligẽte examinandũ & ideo, &c. (ut in geñal Com.)

Certiorar' Coi' Banco.

Anna Regina, &c. Dilecto & fidel' noſtro A. B. Capital' Juſtic' Cur' noſtre de Coi Banco ſaltm quibuſdam certis de cauſis coꝛam nobis in Canc nra nuper ꝓpoſit Certioꝛari volentes de vel ſup tenoꝛe Judicii cujuſdam per C. D. Quer' verſus E. F. Def. in dicta Cur' noſtra de Coi Banco de Termino Scte Trin Anno Regni noſtri ſecundo dic & obtenc & in Rotulis ejuſdem Cur' noſtre de Coi Banco videlt in Rotulo 19 Rotulozum de Termin pꝛedicte de Recoꝛdo remanẽ tibi mandamus & firmit injungendũ ꝓcipim' qđ tenoꝛ Recoꝛdi ſive Judicii pꝛedicte nobis in Canc noſtra ꝑdict ſine dilone ubicunq; tunc fuerit ſub Sigillo tuo diſtincte & aperte mittas & certifices hoc bꝛeve nobis remittẽ T. R. &c.

Certiorar'

Certiorar' in Banco Regis.

Rex &c. Vic' & Fidel' nostro A. B. Mil' Capital' Justic' de Banco nostro salt'm Sciatis q̄ nos quibusdam certis de causis coram nobis in Canc' nostra p̄positis Certiorar' volentes de & super quodam Recordo quatuor Sp'ual' Recordō in Banco nostro de Termino Pasche Trin' Anno Regni nostri secundo hic & obtenc tria quorum Recordō per C. D. Quer' versus E. F. Def. hic & obtenc fuer' quartum autem Record' per G. H. versus p̄fat' E. F. in Banco nostro de eodem Termino hic & obtenc fuit Que quidem Record' in Banco nostro de Termino p̄dict' Pasch' 50, 60, 70, 80, de Recordo remanent tibi igitur mandamus & firmiter Injungen' p̄cipimus q̄d tenores sive Transcript' Sp'ual' Recordō p̄dict' nobis in Canc' nostra sine dilacione ubicunq; tunc fuerit sub Sigillo tuo mittas & certifices distincte & aperte unacum hoc brevi T. R. &c.

Certiorar' Spial'.

Rex Anna Regina, &c. Majori Aldris & Vic' Londō & eorum cuilt' saltm volentes certis de causis Certiorar' super causa capcionis & detencionis A. B. in Prisona nostra sub Custodia Vicecom' detenc' ut dicitur vobis mandamus q̄d causam p̄dict' cum omnibus huic tangen' quocunq; nomine idem A. B. in eisdem ill' censeatur nobis in Canc' nostram in, &c. ubicunq; &c. sub Sigill' vestris vel unius eorum distincte & aperte mittat' & hoc breve &c. T. R. &c.

Attach' pro Cl'ico vel Officiar' Canc'.

Anna Regina, &c. Vic', &c. saltm̃ p̃cipimus tibi q̃d Attach C. D. de E. in Com̃ tuo Gen̄ ita q̃d eum habeas coram nobis in Canc nostra (the return) ubicunq̃, &c. ad respondend̄ F. G. Gen̄ nūd Clicorum W. C. Mil' und ser Clicorum Cur' Canc nr̄ vel ad respondend̄ H. J. uni Ministrorum vel uni ser Clicorum Cur' Canc nr̄ vel uni Cursitor vel uni Clicorum parvi Bagi Cur' Canc nr̄ vel uni Deputat L. M. Mil' Regrii Cur' Canc nr̄ vel Clico Coron̄ vel Clico Hanapii Cur' Canc vel un' Sekrariorum p̃dilecti & fidel' Conciliar nostri G. J. Dnī Canc Angl' vel un' Servien' p̃dicti, &c. de & super quibusdam trāsgress F. G. per p̃fat C. D. illat ut dicitur (vel sic de placito debi) vel de quodam trāsgr̄, &c.) 40 l. quas ei debet & injuste detinet ut dicitur & ad fac, &c. T. R. &c.

Com' emend' Error' in Depos'.

Anna Regina, &c. Dilcis, &c. saltm̃ cum varie lites & controvers̄ie nuper mot & oꝛ̄ sunt ac in Canc nostra adhuc pendent indecis & indeterminat inter A. B. Quer' & C. D. Def. cumq̃ nos p̃o examinatone testium inter partes p̃dict vobis tribus vel duobus vestrum Commissionem nostram nuper direximus ad cujus Execuꝯonem & Examinaton' C. F. Interr̄ ei ex parte Quer' exhib non ingrossat sint examinato dō F. sed opposit & ingrossat sunt depositō cujusdam̃ uniusq̃ aliorum testiū ex parte dicti Quer' examinat ac quedam Depositon' dicte G. H. ingrossantur & certificantur per erroꝛ' & negligenc' trium Clicorum ad engross Depositones p̃dicte apud Execuꝯonem com̃ p̃dicte appunctuat sicut per Certi-

certificae dcozum J. R. A. M. duozum Com-
nils pzedict nobis plen' liquet & apparet Sci-
tis igitur qd' nos de fidelitatibus & magis pzo-
idis circumspectionibus vestris plurimd con-
den' assignavimus vos ac tenoze pzesentium
amus vobis tribus vel duobus vrm potestate
& authozitatem Depositiones per tres vestrum in
Cur nostram ac jam in pzesentibus interclus &
obis retoznae diligene comparand' ac pficiend'
c omnes Errozes in eadem commissis cozrigend'
emendand' jurta verum Oziginal' vobiscum
u aliquo vestrum jam remanen' Et ideo vobis
ibus vel duobus vestrum mandamus qd ad
ertos diem & loc quos ad hoc pzoviderit Exe-
ue bzevis nostri de Com diligenter intendatis
ac depositiones sic vobis missas circumspecte pzo-
ide & sollicite comparetis cozrigatis & pficia-
tis cum Oziginalibus pzedict Et cum sic fece-
ritis tunc nobis in Cur Canc nostre sine dilone
ubicunq; tunc fuit de toto facto & de Depositoni-
bus pzedict sic comparat cozrect & pzefect sub
Sigillis vestris trium vel duozum vestrd claus
distinct & aperte mittatis Et hoc bzeve T.
R. &c.

Certiorar' super Com' ad aud' & determinand':

Anna Regina, &c. Dilcis, &c. salt cum nu-
volentes certis de causis certiozar super omni-
bus & singulis examinationibus testium inter
A.B. Quer & C. D. Def. tangen' vel concernen'
statum E. F. defunct Ar de toto fto Judicio &
opinionibus vestris in pzemissis vobis spzetis
mandatis nostris pzedict ut accepimus pzemiss
fact vel fald causam quare ea fact noluistis vel
non potuistis nobis significare hactenus non cu-
raveritis in nostri mandat pzedict contempt
manifestum & ipsius dampn' non modicum &

grabamen de quo miramur qđ plurimum & mo-
uemur vobis adhuc mandamus firmiter injun-
gend qđ nos de omnibus & ſingulis examinato-
nibus teſtium pdicē ac de toto facto Judicio &
opinionibus veſtris in pmiſſis nobis in Canc
noſtram certificetis jurta tenorem mandat no-
ſtrorum pdicē pius vobis direct vel vos ipſi
ſitis coram nobis in Canc noſtra in, &c. ubi-
cunq; tunc fuit oſtenſur quare mandato noſtro
pdicē toties vobis inde direct parere ſubpena
mille libr̄arum nullatenus omittatis contemp-
ſiſtis Et habeatis ibi hoc br̄eve unacum exami-
nationibus ill̄ ſuper tangen T. R. &c.

Com' ad dividend' Terr' ex aſſenſu.

Anna Regina, &c. Dilcis ſibi, &c. ſaltm cum
ſuper auditu materie coram nobis in Cur̄ Canc
noſtre inter A. B. Quer & C. D. Def. in pre-
ſentia Juriſpitorum utriuſq; ptiū Ordinat fuit
ex aſſenſu & conſenſu partiū pdicē quoad ſe-
ſeperand' per met & bund Maner & Ter-
ras de E. in Petitione pfat Quer in dicta Cur̄
noſtra verſus pfat Def. nuper extic content
& menconat & exprſs a Tenemen & Terr pdi
Def. ibm jacen & ab aliis Terris exiſten per
ipſos in excamb capt ſicut per quendam Ordin
in dicta Cur̄ noſtra inter partes pdicē fact de
& ſuper audit materie pdicē geren dat, &c.
plenius apparet Sciatis igitur qđ nos de fide-
litatibus & prudentiis circumſpectionibus veſtris
plurimū confidentes aſſignavimus vos ac te-
nore pſencium damus vobis tribus vel duo-
bus veſtrum plenam poteſtatem & authoritat
ad Maner & Terr pdict accedend & intrand ea
eadem ſupervidend in partium ambarum pre-
ſentia vel earundm ptiū alterius & ſol' & bun-
das & met Maner & Terr pdē a Tenemen &
Terris

erris ibm ac ab aliis Terris per Quer' in Er-
mbio capc distinguend' seperand' & dividend'
& ideo vobis tribus vel duobus vestrum man-
amus qd ad certos dies & loc' quos ad hoc pro-
beritis ad Maner' de A. predict & al' Terr pd
redatis & intretis Ac vi & tenor' Ordin predict
b bund' & mer ejusdm Manii de A. a Tene-
nd & Terr predict Dek. ibm jacen' & existen' &
aliis Terris per prefat Quer in Excambio
pe vere & distincte appunctuetis seperetis divi-
tis & distinguat sekm tenorem exigend & veram
tencon Ordin predict ita qd nobis manifeste
paret que Terr ab antiquo diviserint Manet
rma & que Terr & Tenemen predict Dek. ab
tiquo eciam pertinuere & spectavere Et cum
c per vos tres vel duos vestrum ita fact &
ct sic nob de toto facto & exprss vestris in
emis in dictam Canc nostram in, &c. ubicunq;
ne fuerit sub Sigillis vestris trium vel duorum
strum nob remittend' ut inde fieri faciamus
od equitati consonanus fore videbitur Proviso
mper qd' prefat Dek. premoneatur per spatium
ij dierum de die & loco Execucon' hujus Com-
isis T. R. &c.

*m' ad ex' test' in partibus transmarinis & administr'
Sacrum' Interpretator'.*

Anna Regina, &c. Discis tibi, &c. saltm Scia-
s qd nos de fidelitatibus & prudentiis circum-
eckonibus vestris plurimum confidem jurta
reckonem duorum sepat Ordin vobis in
ur Canc nostr in Angl' inter A. B. Quer'
C. D. Dek. nuper fact quorum unus gerit dat,
&c. ale, &c. assignavimus vos ac tenore presen-
um damus vob tribus vel duobus vestrum
lenam potestatem & authoritatem testes quo-
unq; de & super quibusdam Interr tm ex pte

prefat

pzekae Quer qm ex pte pzekae Def. ſeu earum pertium alterius vob tribus vel duobus vrm miniſtrand' ſeu deliband' diligene examinand' ac eciam pzo meliozi examinakone Teſtium pzd' damus vob tribus vel duobus veſtrum ulteriorem poteſtatem & authozitatem ſacrm adminiſtrand' alicui Interpzetatozi ſive aliquibus Interpzetatozibus fidel' & linguis pzedict p Sacra Dei Evangelia cozpozalit pzeſtand' Interrogatozia pzedict & teſtium Depoſitones bene & fideliit Interpzetari ſi neceſſe fuerit Et ideo vobis tribus vel duobus veſtrum mandamus qd' ad Domd Wankonal' E. P. in Civitate de A. in Holland' in ptibus tranſmarinis ad certos dies quos ad hoc pzobideritis 25 Menſis ſtilo veteri pzor' futur conveniatis & aſſembletis ac de die in diem in execukone pzmiſſozum ſedeatis & teſtes pzedictos cozam vob tribus vel duobus vrm Venire fac & evocetis ac ipſos Teſtes & eozum quemlibet per ſe ſepatim de & ſuper Interr' ſuper Sacra ſua tact p ipſos pzius cozam vob tribus vel duobus veſtrum Sacrokis Dei Evangeliis cozpozalit pzeſtand' diligene examinetis ac omni execukoni pzmiſſozum diligent intendatis Examinakones q; ſuas ſuper eiſdem recipiatis & in ſcriptis in pergameno redigatis & cum illas ſic cepitis eas nob in Canc noſtram pzedict in Angl' ſine dilone ubicunque tunc fuerit ſub Sigillis veſtris trium vel duozum veſtrum claus diſtincte & aperte mittatis unacum hoc bzevi T. R. &c.

Com

Com' RR. Def. si non sit Lunaticus.

Anna Regina, &c. Dilcis sibi, &c. salt̃m cum
B. Quer quandam Petic̃oem coram nob in
ñe nostra versus C. D. Def. nuper exhuer
ꝫ eidem Def. per breve nostrum nuper preci-
mus qđ esset coram nob in dicta Canc' nostra
certum diem jam preterit Petic̃oni predicē
ponsur qđꝫ ex informacone predicē Def. jam
per intellexim⁹ predicē Def. Lunaticus fore
ponitur & ideo ad Petic̃on predicē respondendi
debuisse Sciatis igitur qđ nos de fidelitate
rovidis circumspectionibus vestris plurimū
fidem assignavimus vos ac tenore presencium
mus vobis tribus vel duobus vestrum po-
atem & authoritatem ipsum utrum ido-
s vel sufficiēs sit ad respondend' Petic̃oni
dicē diligenē examinand Et ideo vob tribus
duobus vestrum mandamus qđ ad certos
s & loca quos ad hoc prouideritis ad presse
D. si commode ad vos laborari non possit ac-
atis ac ipsum C. D. pro sufficiencia se Petic̃-
predicē respons̃ diligenē examinetis ac si
um C. sufficiēm vel idoneū ad id faciend' in-
eritis tunc ipm̃ C. de & super materia Pe-
onis predicē diligenē eciam examinetis & se-
um C. sufficien' vel idoneū id faciend' inve-
itis tunc ipsum C. D. de & super materia
tic̃onis predicē super sacrm̃ suum per sta
i Evangelia coꝛporalit̃ prestand' diligenē ex-
inetis respons̃onemq; sub eidem Petic̃oni si-
recipiatis & in scriptis in pgameno rediga-
ac ipsas res sic in pgameno redact sub Si-
lis vestris trium vel duorum vestrum claus
inte & aperte in dictam Canc' nostram in,
ubicunq; tunc fuerit mittatis ut inde fieri

faciamus quod ad equitatem consonaū fore videbitur T. R. &c.

Com' ad recipiend' scripta per res confessa:

Anna Regina, &c. Dilcis sibi, &c. saltm Cum per quendam Oxdiū coram nob in Canc nostra geren dat, &c. fact inc A. B. Quer & C. D. Def. quoddm breve nrm de subpa versus prefat C. D. Concesserat qd idem C. in ppria persona sua esset coram nob in dicta Canc nostra ad certum diem jam ptie in dicto brevi nostro content deferens secum quedam Feoffamenc sibi & aliis fact de duobus Messuagiis & quibusdam Terris in E. in Com H. put per bre & Oxdin' pred plenius apparet ac idem C. adeo impotens extitit qd usq; Cur Canc nostre predict ad diem illum ad deferend Feoffamenc predict absq; maximo Corporis sui picio laborari non sufficit ut accepimus Sciatis igitur qd dedimus vob tribus vel duobus vestrum potestatem & authoritatem predict Feoffamenc de pdict C. super Sacrm suum recipere Et ideo vob tribus vel duobus vestrum mandamus qd ad certos dies & loca quos ad hoc provideritis ad prefat C. si comode ad vos laborari non sufficit personalit accedatis ac predict Feoffamenc de pdict C. super Sacrm suum coram vob tribus vel duobus vestrum sacrosctis Dei Evangeliis corporalit prestand' diligenc accipitatis Et cum ea sic ceperitis ea nob in Canc nostram in, &c. ubicunq; tunc fuerit sub Sigillis vestris trium vel duorum vestrum distincte & aperte mittatis & hoc breve T. R. &c.

4

Com

Com' ad ex' Teſt' ad proband' Com'.

Anna Regina, &c. Dilcis ſibi, &c. Sciatis nos de fidelitatibus & ꝓvidis circumſpectibus veſtris plurimum confiden aſſignavimus vos ac tenoꝛe ꝓſencium damus vob tribus vel duobus veſtrum poteſtatem & authoꝛitatem in complemen cujuſdam Oꝛdinis in Curia nc noſtre inter A. B. Quer & C. D. Def. per auditu materie litis inter ptes ꝓdicte gerend dat, &c. Teſtes quoſcunq; tam ex pte ſac Quer' qm ex pte ꝓdicte Def. ſeu earum ptiū alterius de & ſuper quibuſdam Interr tribus vel duobus veſtrum miniſtrand ſeu band ad ꝓband' ſive illuſtrand' materiam mp inter ptes ꝓdicte per Oꝛdin ꝓdicte fiend' gene examinand' Et ideo vob tribus vel duobus veſtrum mandamus qđ ad certos dies & quos ad hoc ꝓvideritis Teſtes ꝓdicte coꝛam tribus vel duobus veſtrum Venire fac & retis ac ipſos Teſtes & eoꝛum quemlibet per ꝛatim de & ſuper Sacra ſua tacte per ipſos os coꝛam vob tribus vel duobus veſtrum roſtis Dei Evanger coꝛpoꝛalit ꝓſtando diligene minetis examinacones q; ſuas ſuper eiſdem ipiatis & in ſcriptis in pgameno redigatis tum illas ſic recepitis eas nob in dictam nc noſtram in, &c. ubicunq; tunc fuerit ſub gillis veſtris trium vel duoꝝ veſtrum claus inate & aperte mittatis unacum Interr ꝓdicte oc bꝛevi T. R. &c.

Com' aliud ad exam' Teſt' tangen' Comp'.

Anna Regina, &c. Dilcis ſibi, &c. ſaltm Sciatis nos de fidelitat & ꝓvidis circumſpectoni veſtris plurimum confiden juxta direcon

trium separ Ordin coram nob' in Cur Cane nr̃e stre face inter A. B. Quer' & C. D. Def. quorum ad dac gerend, &c. ale, &c. & ulterius, &c. ac eciam cujusdm relacon super duos prior Ordin face per J. F. Myl und Magistrorum Cur Cane nr̃e inter ptes pdice geren' dac, &c. Assignavimus vos ac tenore presencium damus vob tribus vel duobus vestrum plenam potestatem & authoritatem Testes quoscunq; de & sup quibusdam Interr tm ex parte prefac Def. qui ex pte predice Quer seu earumdm' partium alterius vob tribus vel duobus vestrum ministrand' seu deliberand' pro clarificacone materie tange Computum in Ordin' & Relacon pdict mencionac & exprels diligene examinand' Et ideo, &c. ut supra in ar brevi T. R. &c.

Com' spial' Magistro ad exam' Def. & Testes tangen' Comp'.

Anna Regina, &c. Jobi F. Myl und Magistrorum Cur Cane nostre ex eadem parte. Sciatis qd nos de fidelitate & provida circumspecone tua plurimum confiden assignavimus te ac in complemene quorundm Ordin coram nob' dicta Cur nostra inter A. B. Quer & C. D. & al' Def. nuper face & reddic quorum unus dac gerit, &c. ale, &c. & ale, &c. damus tibi plenam potestatem & authoritatem dcum Def. C. D. & testes quoscunq; tangen' Computum in Ordin pdice mencionac vel aliqd aliam rem Comput pdice concernen' de & super quibusdam Interr sive aptis quiõnibus tibi per ptes pdictas seu earum aliquam ministrand tm ex parte dict Def. C. D. seu earum partium alterius diligen eraminand Et ideo tibi mandamus qd ad certos dies & loc quos ad hoc providerit Def. & Test

dict cozam te Venire fac & evoces & ipsos & ozum quilibet p se seperatim de & super Interr de aptis quiõnibus prędict Computum pdict vel ligñ aliam rem ut permittatur super Sacra a tacc per ipsos przius cozam te sacrosctis Dei vangeliis cozpozalit pstand' diligenc examinet caminakonesq; suas sup eisd' recipiatis nosq; e toto facto & przogressu tuo in pmissis p relako- em tuam in scriptis reddas certiozes faciens pzemissis juxta tenozem & veram intenkonem' zdin' pdict T. R. &c.

Com' ad ex' Seq'rores.

Anna Regina, &c. Dilcis sibi, &c. Cum per uendam Ozdin' in Cur' Canc nostre nuper ac & reddit inter A. B. Quer & C. D. Def. rered dak, &c. Ozdinac exitit (ink al') qd J. . Mil' in Canc nostra pdict Magrozum unus ebideret Relakonem suam geren' dak, &c. & ad ertitudinem reduceret Compd tangen' przfat errarum sequestrak super sacra sequestrozum n Ozdin' pdict menkonak Sciatis qd nos de fi- elitatibus & pvidis circumspeckonibus vestris lurimum confiden assignavimus vos ac tenoze zsencium tm in complemen' Ozdin pdict qm irecknis dict Magri Cur nostre pdict super- nde die dei p Relakon' suam dak, &c. amus vob tribus vel duobus vestrum pote- atem & authozitatem sequestratozes przdict res vel duos cozum tangen' materiam pdict iligenk examinand' Et ideo vob tribus vel du- bus vestrum mandamus qd ad certos dies & loc uos ad hoc pzovideritis sequestrator pdict tres el duos cozum cozam vob tribus vel duobus estrum Venire fac & evocetis ac ipsos super acra sua tacc per ipsos przius cozam vob tri- bus vel duobus vestrum sacrosctis Dei Evan-

geliis corporalit̃ ſtand tangend materias p̃dict diligenc̃ examineris Computaq; ſua ſic per tres vel duos vrm̃ capt in ſcriptis in pgamen redigatis & cum ilr ſic cepitis id nob in Canc nostram p̃dict ſine dilione ubicunq; tunc fuer reddatis certiorez & hoc breve factur in p̃miſ jurta tenor & veram intenc̃onem Ordin & Ad lacon̄ p̃dict cujus tenor vob mittimus per latu rem p̃ſencium &c. &c.

A Clauſe to be inſerted in an Injunction, not to ſtay Trial at Law.

Licebit autem A. B. Def ad Cōem Legem pl̃tum petere & ad triac̃onem ſuper inde p̃cedend ac p̃ro ipſius defc̃u Judicium intrare Executio vero inde retardetur Et hoc, &c.

A Docquet *pro Com' Rebell'.*

Com Rebell direct A. B. C. D. E. F. Gen conjunction vel diviſim Atc J. G. ads H. ſ. Rec, &c. T. R. &c.

Commiſſion to a Maſter upon Account and Diſcount.

Anna Regina, &c. Dilco & Fidel ſuo W. G. Mil' und Magrorum in Cur̃ Canc noſtre ſalt Scias qd̃ dedimus tibi plenam poteſtatem & authoritatem teſtes quoſcunque ſuper facta ſua ad p̃band & per te faciend' verum Computū ac recepc̃onem & ſolutionē vel alicujus alterius computū p̃dict concernen & adhuc non examinat jurta tenorē & veram intenc̃onem cujuſdā Ordin gerend dat, &c. init, &c. fact, &c. & reddit dilligent examinand. Et ideo tibi mandamus qd̃ execuc̃onem p̃miſſorum diligenc̃ intendas ac adhibit teſtibus

ibus ꝑdictis & eorum cuilt sacra & sancta dei
angel' coram te corporaliter ꝓstand' ipsos de
ritate diligenc examinand ac omnia & singula
& exequaris juxta tenorem & veram intenem Ordinis ꝑdicc Et cum hoc feceris tunc
s de veritate qua potis in Canc nostra ꝑdicc
das certiores, T. R. &c.

Commissio ex' Test' tangen' Comp' in rure.

Anna Regina, &c. Dilcis sibi, &c. salt̃ Scis qđ nos de fidelitatibus & ꝓbidis circumckonibus vestris plurimum confidentes assigvimus ac tenore ꝓsencium damus vob tribus l duobus vestrum potestatem & authoritatem complemen cujusdam Ordin in Canc nostra , &c. super auditu materie litis inc ptes ptas face gerend dac ꝓsencium Testes quosq; tm ex pte ꝑdicc Quer qm ex pte dicti Def. eorum pcium alterius de & super quibusdm nterr vob tribus vel duobus vestrum minirand sive deliberand tangen sive concernen aterias in Ordin ꝑdicc specificat diligenc erminand Et ideo vob tribus vel duobus vestrd andamus qđ ad certos dies & loc quos ad hoc iderit Testes ꝑdict' coram vob tribus vel obus vestrum venire fac & evocetis ac ipsos estes & eorum quemlibet per se sepatim de & per sacra sua tact per ipsos ꝓius coram vob ibus vel duob' vestrd sacrosctis dei Evangel' ꝓporaliter ꝓstand' diligenc examinetis examonesq; super eisdem recipiatis & in scriptis pgameno redigatis Et cum ill' sic ceperitis s nob in dictam Canc nostram, &c. ubicunque nc fuerit sub Sigillis vestris trium vel duum vestrum clausis distincte & apte mittatis nacd tenore ꝑdicto & hoc ꝓsi faciend' in ꝓmiss xta directionem veramq; intencionem Ordin

pdice cujus tenorem vob mittimus per Latorem plencium Teste R. &c.

Cerciorar' pro Deposic'onibus capt.

Anna Regina, &c. Dilcis sibi, &c. salutm volentes certis de causis Certiorar super qualdam Depositiones testium Interi, &c. per nos virtute brevis nostri nob in ea pte direct capt & adhuc penes nos resident ut relat est vob mandamus qd Depositiones predictas cum omnibus ea tangen adeo plene & integre put per nos capte fuer penes nos jam resident' in Canc nostram, &c. ubicunq; tunc fuerit sub Sigillis vestris clausis distincte & aperte mittatis Et hoc breve T.R. &c.

Distringas nuper Vic' Com' ads' un' Clericorum Cur' Canc'.

Anna Regina, &c. Vic Dors salutm Precipim tibi qd distringas A.B. nuper Vic Com tu pdecessore tuum in Officio Vic Dors predict omnia Terras & Tenementa sua in Ballia tua Ita qd nec ipse nec aliquis per ipsum ad e mandm apponet donec aliter a nob inde huis mandatis & qd exie corundem nob respondeas ita qd heas coram nob in Cur Canc nostre ubicunq; tunc fuerit corpus C.D. quem per preceptum nrm eidem A. in ea pte nuper direct repit put ipse nob in Canc nostra pdict ad certum diem in dicto pcepto nostro contenc jam pfat nuper mandaverat ad respondendum Jo L. Gen' un' Clicorum C.B. Ar' unius ser Clicorum Cur Canc nostre predicte de placito trnsgr ad faciens ulterius & recipiend' quod Cur' nra predict in hac parte consideraverit Et

hoc

e nullatenus omittas Et habeas ibi hoc brevе
. etc.

Label Vic Dozs distringas
pro A. rec, &c.

A *Habeas Corpus* if granted *de die in Diem*, then *post receptionem hujus*, &c. *& sic de die in diem usque, &c.*

Anna Regina, &c. Guardiano Prisone nostre
le Fleet sive ejus Deputat ibm salt̃m tibi
ecipimus qd corpus A. B. quocunq; nomine
ve addikone nominis idem A. censeatur capt̃ &
n Prisona nostra sub Custodia tua detent̃ ut
icitur habeas coram nob in Canc' nostra immedi-
te post receptionem hujus brevis & sic abinde
usq;, &c. pr̃ fatur̃ ubicunq; tunc fuerit ad faciend̃
recipiend̃ quod dicta Cur' nr̃a de eo considera-
verit in hac pte Et hoc nullatenus omittas Et
habeas ibi hoc breve T. R. &c.

Label Guardiano de le Fleet
Habeas Corpus, &c.

If to the *Queen's Bench.*

Mareschallo Mareschalcie Cur̃ nostre coram nob
tenend̃ vel ejus Deputat ibidem salutem.

If to the *Gatehouse.*

Anna Regina, &c. Ballivis Libertat Decani
& Capituli Eccleſie Collegiat Sancti Petri
Westm̃ in Com̃ Midd̃ salt̃m.

Sub-

Subpœna ad ex' Test' coram Commissionariis.

Anna Regina, &c. A. B. &c. saltm Vobis præcipimus firmit injungend' qd' omnibus aliis prætermissis & excusatone quacunq; cessante in præsentiis personis vestris sitis coram, &c. Commissionar' nostris ad certum diem quem latoz hujus brīs nob præfixit ad testificand & veritatem dicend' ex parte A. B. versus C. D. & hoc sub pena C. li. nullatenus omittas T. R. &c.

Injunc'o pro non compar'.

Anna Regina, &c. J. W. ac Consiliar' Attoz & Sollicitator suis quibuscunq; & eozum cuilibet saltm Ostens est nob in Cur' Cant' nostre ex parte R. G. Quer' qd cum ipse Quer' quandam suam queremon coram nob in Cur' nostra præd versus te præfat Johem nuper exhibit relevium sibi petiiverit adheri de & concernen materiis in eadem content Ac tu præfat Def. cum brevi nostro de Subpa inservit existen nonmodo cō puisti sed in contumacia dce Cur nostre sistis velut per sacrum satis fide dignum plenius apparet unde versus te emanat est brve nostrum de Attach interim vero lectam ad Communem Legem pro materiis prædictis plequeris minus juste ut dicitur nos ad hec Consideratonem ponentes tibi igitur præfat Johi W. ac vobis ceteris personis supdictis & vestrum cuilt Subpa 200 l. de Terris Bon & Catallis vestris & cujuslibet vestrum ad opus nostrum levand firmit injungend præcipimus qd ab omni ulteriozi prolecutone quacunq; ad Com Legem de pro vel super materiis in queremon predict content seu specificat desistas desistatis & quilt vestrum desistat donec & quousq; tu plac Def. queremon predict directe & pleat

ſeate reſpond contumaciam tuam ꝓdictam ſatiſ-
ceris dkaꝯ Cur noſtra alie Ordinaverit in hac
arte, &c.

Clauſe to be after inſerted, where the Injun-
ction is not to extend to the ſtaying a Trial
at Law.

Sed ſi exitus ad Com̃ Legem ꝑ materiis ꝑ-
dictis junct ſit tunc ad triakonem ad Com̃ Legē
edere valeatis aliquo in ꝓſentibus in con-
rium non obſtante Judicium tamen vel Er-
ukonem Judicii ſuper veredicto aliquo per
os obtinend petere poſtulare vel impetrare de-
tas & quilt veſtrum deſiſtat Et hoc, &c.

Injunc' quia Def. non reſp'.

Anna Regina, &c. J. M. ac Conſiliar' Attorn̄
Sollicitator ſuis quibuſcunꝯ & eorum cuilt
ltm̃ Oeſtns eſt nob in Cur Canc noſtre ex pare
). C. Quer Od cum ipſe Quer per quandam
ueremon ſuam coram nob in Cur noſtra ꝓdicte
erſus te ꝓfat J. Def. nuper exhic relevium ſi-
petiſverit adheri ꝓo materiis in eadem con-
ne Ac licet bꝛeve noſtrum de Subpa ad com-
arendum & queremon̄ ꝓdict reſpondend ſuper
execue fuit nondum tamen reſpondiſti ſed in
ntemptu noſtri dkaꝯ Cur noſtre ſiſtis manife-
o unde verſus te emanat eſt bꝛeve noſtrum de
ttach interim tamen ſectam ad Com̃ Legem
erſus ꝓdicte Quer' ꝓo materiis ꝓdictis ꝑ-
queris minus juſte ut accepimus Nos ad hec
nſideracionem ventes tibi igitur ꝓfat J. M.
e vob ꝓfat Conſit Attorn̄ & Sollicitator tuis
ibuſcunꝯ & vrm̃ cuilt Subpa 200 l. de Ter-
is Bon̄ & Catallis veſtris & cujuſlibt veſtrum
d opus noſtrum levand firmit injungend ꝓcipimus

pimus

pimus qđ ab omni ulteriozi ꝓſecutone quacun
que ad Com̃ Legem de ꝓzo vel concernen̄ ali
quas materias in queremon̄ ꝓdict querelat &
er ꝑmiſs deſiſtas deſiſtatis & quilt vrm̃ deſiſtat
donec & quouſq; tu ꝓzelat Dek. queremon̄ ꝓ
dict directe & ꝓcte reſponderis ꝓzo contemp
tuo ꝑdicto ſatisfeceris dc̃aq; Cur̃ noſtra aliter
ozdinaverit in hac ꝓte ſp̃ialit & hoc Subpena ꝓ
dicta nullatenus omittas nec omittat vrm̃ ali
quis quobiſmodo T. R. &c.

Injunc' ſuper Ded' pot'.

Anna Regina, &c. J. F. nec non Conſiliar Ao
tozn̄ Agent & Sollicitatozibus ſuis quibuſcum
& eozum cuilt ſalt̃m Oſtens eſt nob in Cur̃ Can
noſtre ex ꝑte T. T. Quer qđ cum ipſe Quer
quandam ſuam queremon̄ cozam nob in dict
Cur̃ noſtra verſus te ꝓzelat Johem Dek. nupe
exhibit relevium ſibi petiiverit adheri de ꝓzo de
ſuper materiis in queremon̄ ꝑdicta content qđ
tu ꝑlat J. Dek. per Attoznat tuum compulſi
Dev̄ poteſtatem reſponkonem tuam queremo
ꝑdicte fiend' in rure ad recipiend̄ nuper obtinniſti
in dilatone ꝓcels Quer manifeſta ac inkim te
men ſectam ad Com̃ Legem ꝑ materiis hic in
q̃ſtione ꝓzoſequeris minus juſte ut dicitur No
ad hec conſiderakonem hentes tibi igitur ꝓzelat
J. F. ac vob ꝓzelat Conſiliar Attozn̄ & Soll
citatozibus tuis ꝑdict & veſtrum cuilt Sub
pena 100 l. de Terr̄ Bonis & Catallis veſtris &
cujuſlibet veſtrum ad opus noſtrum levand̄ fir
miter injungend̄ ꝓzecipimus qđ ab omni ulte
riozi ꝓzoſecutone quacunque ad Com̃ Legem d
ꝓzo vel ſuper materiis in queremon̄ ꝓdicta
querelat deſiſtas deſiſtatis & quilt veſtrum de
ſiſtat donec & quouſq; tu ꝓzelat Dek. queremo
nine ꝑdicte ꝑcte reſponderis dictaque Cur̃ no
ſtra

a aliter Ordinaverit in hac parte specialit
hoc, &c.

Injunc' ubi contradicat' est morat'o.

Anna Regina, &c. Thom Scott Consiliar' Attornat & Sollicitatoribus suis quibuscunq; & cum cuilt saltem Ostens est nob in Cur Canc ex parte T. P. Quer Qd cum ipd Quer' p andam ejus queremond coram nob in dicta ra nostra versus te pfat Thō Def. nuper exbit relevium sibi petiiverit adhiberi versus ligatonem quandam penalitat lexagine libzam satisfact exonerat per agreamene existend ad obtinend Obligatonem predictam delibari ancellard cui quidm queremond tu pfat Def. ozatond adhuisti insufficien existend que contrat est per dictam Cur nostram tuq; pfat Def. bes eidem queremond respondere sed nondum spondisti Nosfad hec consideratonem hentes bi igitur pfat T. S. ac vob Consiliar Attoznat & Sollicitatoribus suis & vestrum cuilt subpena 200 l. de Terr Bond & Catal vestris cujuslibet vestrum ad opus nostrum levand rmie injungend peipimus qd ab omni ultiozi secutone quacunq; ad Com Legem de pzo vel per Obligatone pdicta in questione desistas desistatis & quilt vestrum desistat donec & quousq; u pfat Def. queremond predict respondering taq; Cur nostra alie Ordinaverit in hac parte palie Et hoc, &c.

Injunc' ubi Responsio insufficiens est.

Anna Regina &c. S. M. ac Consiliar Attoznat & Sollicitatoribus suis quibuscunq; & cozum cuilt saltem Ostens est nob in Cur Canc nostre ex parte S. S. Quer qd dictus Quer per quandam

dam rius queremon' coram nob in dicta Cur' nra ſtra verſus te ꝑfat Baram Def. nup exhibite re levium ſibi petiiderit adheri de vel ꝓ materiis in eadem contenc Obq; tu pfat Def. in dilac one pcels ipius Quer' reſponkoem invalidam & minus ſufficien' queremon' ꝑdicte adhibuiſti velut ex relacone Thō B. Mir' unius Magror Cur' ꝑdict nob in ea pte confect apparet Et nihilominus ſecam ad Com' Legem de vel ꝓo materiis ꝑdictis plequeris minus juſte ut dicitur Nos ad hec Conſiderationem hentes tibi igitur pfat S. M. ac vobis ceteris perſonis ſupradictis ac cuilt veſtrum Subpena ducentarum librarum de Terr' Bon' & Catall' veſtris & cujuſlibet veſtrum ad opus noſtrum levand' firmit injungend' ꝓcipimus qd ab omni ulteriori proſecucone ad Com' Legem de vel ꝓo materiis in queremon' ꝑdicta ut ꝓfertur querelat' abhinc deſiſtatis & quilt veſtrum deſiſtat donec & quouſq; tu pfat Def. queremon' pdicte directe & pfecte reſponderis dictaq; Cur' noſtra aliter ordinaverit in hac parte ſpialit' Et hoc, &c.

Injunc' quando nulla Cauſa oſtens' eſt.

Anna Regina, &c. W. P. ac Conſiliar' & Sollicitator' ſuis quibuſcunq; & eorum cuilt ſalt' cum ꝓo cauſis & racionibus nob in Canc' noſtra 3 die Novembr' inſtan' Oſtens ex parte Thō M. Quer' verſus te pfat W. P. Def. Ordinat' erat qd breve noſtrum de Injunccone e dicta Cur' noſtra verſus te pfat Def. ꝓo moracone pceſſus ad Com' Legem verſus dictum Quer' ſup quandam Obligacionem ꝓo ſolucone centum & vigint' nobil' libr' p dictum Quer' R. B. Teſtator' ſur intrat' uſq; ad auditum Cauſe emanaret niſi tu pfat Def. ſup noticiam ejuſdem Ordin' Clico ſuo in Cur' dam die Jovis tunc pr' futur' & nunc

ne pteris causam in contrar' inde ostenderis
s in complemen' Ordin' predict & pro huius
tis & rationibus nobis eodem die Novembr
ns Et pro eo qd tu pfat Def. nullam can-
in contrarium Ordin' predict ostendisti si-
per Certificationem Regis dcte Cur nro plene
et tibi igitur pfat W. P. ac vob pfat
siliar Attorn' & Solr suis & vestrum cuilt
bpa quingentarum libr̃arum de Terr Bon' &
alt vestris & cujuslibet vestrum ad opus no-
m levand firmit injungend præcipimus qd
omni ulteriori prosecutione quacunque ad
Legem versus dictum Quer de vel super
ligatione predicta cessles desistas cesseris & de-
tis & quilt vestrum abhinc penitus cesset &
stat donec materia predicta in dicta Cur no-
plenarie audit & determinaretur vel aliter
dinat fuerit in hac parte Et hoc, &c. T.
&c.

njunction upon depositing Money in Court.

Anna Regina, &c. A. B. &c. Ostens erat Nob
Cur Canc nostre 30 die Octobr Anno Regni
tri 22 ex parte C. D. Quer versus te pfat
Def. qd tu pfat Def. veredictum obtinuisti
Coms Legem versus pfat Quer' pro 100 l.
quatuor Marcis custag Quas ipse Quer' in
nus tuas solvere volebat ita ut breve de In-
tione emanaret ad retardand prosecutionem
er verdict Quas cum Consiliar' tui pfat
acepissent tunc Ordinat erat sup solucõnem
arum pecuniarum & custag predict ad diem
a parte limitat dictum breve de Injunctione
anaret Jam quia dictus Quer' secnd direct-
em Ordin' predict in Cur' protulit predictam
mam centum libr̃arum cum custag predictis
ut ex Certificatione Pastiarii dicte Cur' nostre

plenius

plenius liquet Nos ad hec consideracionem hentes speialem tibi igitur prefat A. B. ac vod prefac Consiliar Attorn Agent & Sollr pdice & cuilibet vestrum Subpena ducentarum libarum de Terris Bon & Catall vestris & cuilt vestr ad opus nostrum levand firmit injungend' precipimus qd ab omni ulteriori prosecucone quacunq; ad Com Legem de pro vel super veredict pdicto ab hinc desistes desisteris & quilt vestrum desisset donec materia predice, &c. Et hoc, &c.

Injunc' special' supsr feren' pecun' in Cur' Jurat' pr Def. debit' in ejus Respons'.

Anna Regina, &c. T. R. ac Consiliar Attor Agent & Sollicitatoribus suis quibuscunq; & eorum cuilt salt̃m cum per quandam Ordin Cur Canc nostre inter Georgium Hyll T. I. E. R. & W. B. Quer & te pfat T. Def. gerend dat 30 die Octobr ult pt̃it pro causis & racon bus in dicto Ordin' mencionat Ordinar fuit qd pfat Quer duceret in dict̃ Cur nostram pec quas tu pfat Def. in tua Responcone quem mod pfat Quer exhibie tibi debitas esse ju rasti breve nostrum de Injunccone emanar adre tardand pcels tui pfat Def ad Com Legem Nos ad hec consideracionem hentes ac super au ditu Consil' ex utraq; parte ac quia Consiliar c parte pfat Quer obtuler ad solvend tibi pfat Def. summam quinq; libarum quas in dict tua Responcone debit fore juraſti tibi igitur pdict T. R. ac vobis omnibus al' person' supra dictis ac vestrum cuilt Subpena ducentarum li barum de Bon Terr & Catall' vestris & cujusl bet vestrum ad opus nostrum levand firmit in jungend precipimus qd' ab omni ulteriori prose cucone quacunq; ad Com Legem versus pfat

Quer

uer vel aliquos eozum de vel ꝓo aliquibus ateriis in queremon' ꝓfat Quer' vel aliqu- s eozum de vel ꝓo aliquibus materiis in eremon' ꝓfat Quer' querelat desistatis & ilt vestrum abhinc penitus desistat donec & ousqꝫ materia queremon' ꝓdicte plenarie au- tur & determinat fuerit in dicta Cur' nostra hoc Subpena ꝓdicte nullatenus omittas omittat vestrum aliquis ullo modo T. &c.

Spial' Injunc' super feren' pecun' in Cur'.

Anna Regina, &c. R. W. ac Consiliar' Attozn' gen' & Sollicitatozib' suis quibuscunqꝫ & eo- m cuilt saltm cum per duos sepal' Ozdin' co- m nobis in Cur' Cane nostre inter J. G. uerentem & te ꝓfat R. Def. fact ꝓxiozi eozm ren' dat 3 die Decemb ult ꝓtie ac ulteriozi eo- m 28 die Januar' instan' Ozdinat est qd super ukonem trigine libzarum per ꝓfat Quer' in tam Cur' nostram bzeve nostrum de Injun- ne emanar' ad retardand' ꝓcess tui ꝓfat f. ad Com Legem versus ꝓfat Quer' usqꝫ audit hujus cause aut alie Ozdin' in contrar' os ad hec consideracionem hentes ac quia ꝓfe Quer' ꝓdictam summam 30 l. in dictam ur' nostram intulit velut per certificacionem sttiarii dicte Cur' nostre plen' apparet tibi igi- ꝓfat R. W. ac vobis ꝓfat Consiliar' At- n' Agene & Sollicitatozibus suis quibuscun- & vrm cuilt Subpena ducentarum libzarum Bon' Terr & Catall' vestris & cujuslibet ve- um ad opus nostrum levand' firmit' injun- nd' ꝓcipimus qd' ab omni ulteriozi ꝓsec- one quacunque ad Com Legem vlus ꝓfat uer ꝓo aliquibus materiis in queremon' ꝓfe Quer querelat desistatis & quilt vestrum

abhinc penitus desistat donec & quousque materia queremon̄ p̄dict plenarie audit & determinat fuerit in dicta Cur̄ nostra Et hoc Subpena p̄dicta nullatenus omittat nec omittat vestrum aliquis ullo modo T. &c.

Injunc' ad quiet' Possessionem.

Anna Regina, &c. A. B. Theologie Pzofessor Decan̄ Ecclesie Cathedral, &c. ac cuicunq; al' psonis aliquod jus statum titulum clameum usum possessionem interesse sive demand de vel in quadam parcella Terr̄ vocat, &c. in queremon̄ C. D. cozam nobis in Cur̄ Canc nostre versus te pzefat A. B. Def. nup exhibit mentonat & specificat aut de vel in aliqua inde parte vel parcella p̄ vel subtet vos seu vestrum aliquem hed̄ clamand̄ vel vendican̄ & eozum cuilt saltm̄ Ostens̄ est nobis in Cur̄ nostra p̄dict̄ qd̄ dictus Quer̄ per queremon̄ suam p̄dictam relevari petiverit pzo Terr̄ pzedict̄ Quq; tu pzefat Def. respons̄ tuam adinde adhuisti Ac licet dictus Quer̄ habuit actualem possessionem Terr̄ p̄dict̄ per spacium 10 annoz̄ ulc pzefat̄ ante exhibitiom̄ queremon̄ p̄dict̄ cum velut ex sacro plenius liquet tamen pzefat Def. possessionem dicti Quer̄ disturbare conaris minus juste ut dicitur Nos ad hec consideracionem hentes tibi igitur pzefat A. B. ac vobis ceteris psonis suspzadictis & cuilc vestrum Subpena 200 l. de Terr̄ Bon̄ & Catall' vestris & cujuslibet vestrum ad opus nostrum levand̄ firmit injungend̄ pzecipimus qd̄ dictos Quer̄ & Assignat suos plenam quietam & pacificam possessionem Terarum in queremon̄ pzedict̄ ut pzefertur querelat & cujuslibet inde partis vel parcelle bere gauderi frui tenere & possidere pzemittatis & quilt vestrum pmittat in tam amplis modo & fozma

forma pdict dictus Quer & Assign sui tempore exhibitionis queremon pdicte & per tres annos ante fuerunt possiderunt tenuerunt usi vel gavisi fuerunt aut eorum aliquis fuit tenuit usus vel gavisus fuit donec & quousq; materia predicta coram nobis in Cur predicta plenarie audie & determinat fuerit Et hor, &c. T. R. &c.

If referred to Trial, this the Consideration.

Cum super auditu materie queremon dicti Quer coram nobis in Canc nostra pdict ordinat est qd sepales triakones (as the Case) ad Com Legem ad pr' Assis. fuer tangen premissa queremon pdict querelat equitate materie post triakonem predictam hic & Cur pdict determinand reservata Nos interim Quer A. talem possessionem gaudere qualem per tres annos ante exhibitionem queremon pdicte fuerit volentes vobis, &c.

Injunc' ad quiet' Possessionem.

Anna Regina, &c. J. B. & al' nec non omnibus singulis al' person aliquod jus statum titul clam usum possessionem interes sive demand de vel in ter commun & al' pmiss in queremon J. R. & al' Quer coram nobis in Cur Canc nostre plus Vos plac Johem & al' nuper exhibit mentionat & specificat aut de vel in aliqua inde parte vel parcella per vel subter Vos seu vestrum aliqm clamam seu vendican & eorum cuilt saltm Ostens est nobis in Cur nostra pdicta Qd dicti Quer per queremon' suam predictam relevium sibi dari petiiverint pro ter & premiss pdict At licet dicti Quer & illi subter quos dicti Quer clamant quietam possessionem ter & premiss pdict fuerunt per spacium viginti Ann

ule ꝓtie ante Exhibiconem queremon̄ ꝓdict̄ ablq; molestacone vestrum ꝓfat' Def. veluti ex sacro plene liquet Vos tamen ꝓfat' Def. possessionem dictorum Quer̄ disturbare ꝓditis minus juste ut dicitur Nos ad hec consideracionem ventes vobis igitur ꝓfat' A. B. & al' ac vobis ceteris ꝓcnis supradictis & cuilt vestrum ad opus nostrum levand' Subpena quingene libr̄arum de Bon̄ Ter̄ & Catal' vestris & cujuslibet vestrum ad opus nostrum levand' firmit̄ injungend' ꝓcipimus quod dictos Quer̄ plenam quietam & pacificam possessionem terrarum & ꝓmiss in queremon̄ ꝓdicta ut ꝓfertur querelat & cujuslt inde ꝓtis vel ꝓcelle habere gaudere uti frui tenere & possidere ꝑmittatis & quilt vestrum ꝑmittat in tm̄ amplis modo & forma ꝓout dict̄ Quer̄ tempore exhibicionis queremon̄ ꝓdict̄ & p tres Annos antea excepc molestacon̄ vestrum ꝓfat' Def. ut ꝓdicitur huer' possider̄ tenuer̄ usi vel gavisi fuerunt Et hoc Subpena ꝓdicta nullatenus omittatis nec omittat vestrum aliquis ullo modo T. &c.

Breve ubi Decret' est pro solution' pecun'.

Anna Regina, &c. A. B. saltm̄ cum p quoddam Decretum in Cur̄ Canc̄ nostre 17 die Maii Anno Regni nostri xiv. Ordinat & adjudicat exitit & in Cur̄ nostra p̄dict̄ irotulat qd tu solv̄s A. B. decē libr̄as legalis monet Angl' tibi ꝓcipimus & firmit̄ injungend' mandamus quod ꝓfat' decem libr̄as ꝓfat' A. debit̄ modo solvas & hoc sub piculo incumben' nullatenus omittas T. &c.

Brev̄e de Execucone Decret̄ p A. filus B. &c.

Label A. B. ad solvend' C. D. decem libr̄as.

Com'

Com' ad examinand' Opifices ſuper contempt'.

Anna Regina, &c. Dilcis ſibi, &c. Sciatis q̃ nos de fidelitatibus & p̃vidis circumſpectionibus veſtris plurimum confiden' Aſſignavimus vos ac tenor̃e p̃ſencium damus vobis tribus vel duobus veſtrum poteſtatem & authoritatem T. B. R. W. &c. ad tangend contempt̃ p dictos T. R. &c. ppetrat ut dicitur in quadam materia inc A.B. Quer & C.D. Def. de & ſuper quibuſdam Interr̃ p̃ſentibus interclus diligenc examinand Et ideo vobis tribus vel duobus veſtrum mandamus q̃ ad certos dies & loc quos ad hoc p̃videritis p̃fat T. R. &c. cor̃am vobis tribus vel duobus veſtrum Venire fac & evocetis ac p̃dictum T. R. &c. & eor̃um quilibet p ſe ſeparatim de & ſup Interr̃ p̃dictis ſup ſacra ſua tact, &c.

Tabel Dilcis, &c. tribus vel duobus eor̃um ad ex' T. B. R. W. &c. ſuper Interr̃ miniſtrand inc, &c. ſup notic ſex dierum Def. & ptibus p̃dict dand rec Oct Hill'.

An Injunction to ſtay Waſts committed upon Glebe Lands.

Anna Regina, &c. J. P. necnon Operar Servis Agentibus & Aſſignatis ſuis quibuſcunq; & eor̃um cuilt ſalm Oſtens eſt nobis in Cur Canc noſtre ex pte T. L. Quer ꝙſus te p̃fat Johem Def. q̃ idem Quer in feodo ſeiſitus exiſtens Manii ſive Dñii de A. cum ptinen' ac advocatonis & Juris Patronagii Eccle Parochialis ibm ac q̃ idem Quer adinde p̃ſentaret ſup aliqua vacuitate ad dictam Rector̃iam (va-

cua exiſtente) dicuſq; Quer Willum Wooze Sacre Theologie Profeſſor adinde preſentabat qui ultra fuit admiſſus inſtitue ac in eandem Rectoriam induce adeoq; devenit intitulat pquiſe illius Attamen tu prefate Def. pretendens here preſentacionem a Tho Brown Mil' ac exiſtens in poſſeſſione illius ac intelligens qd idem Quer eandem ad Com Legem recupare intendit deq; titulo tuo heſitans poſſeſſionem illius deliberar reculas vero nupime feciſti vaſtas minus juſte ſup eadem premiſſa in Arand' & in Agriculturam convertend' antiqua Prata & Paſtura Ter' Glebal' ejuſdm Rectorie que a tempore cujus memoria homin' non exiſtit nequaqm arat fuit Necnon Boſcos ſupinde ſtan' & creſcen' diſcindis & proſternis minus juſte Nos ad hec conſideracionem hentes tibi igitur prefate Johi P. ac vobis omnibus ſupramencionat plonis & veſtrum cuilt Subpena 500 l. de Bon' Ter' & Catal' vel ſiris & cujuſlibet veſtrum ad opus noſtrum levand' firmit' injungend' pcipimus qd aliqua vaſta ſive ſpolia in vel ſup pmiſs pdice ut prefertur facere ppetrare ſeu committere deſiſtas deſiſtatis & quilt veſtrum omnino deſiſtat donec materia predicta coram nobis in dicta Cane nra plenar' fuerit audit' Et hoc, &c.

Ne exeat Regnum.

Anna Regina, &c. Vic N. ſaltem Quia dat' eſt nobis intelligi qd' A. B. verſus ptes extraneas ad qm plur' nobis & qm pluribus de populo noſtro prejudicialia & dampnoſa ibidem proſequend' inſtre proponit nos malitie ſue reſiſtere volentes in hac pte tibi precipimus firmit injungend' qd' abſq; dilone quacunq; prefat' A. coram te coppozalit' Venire fac Ac ipſum ad ſufficien' manucaptozes inveniend' qui en' manu-

cape.

ape voluerint sub certa pena p te rõnabilit' im-
ponend pro qua nobis respondere voluerint qõ
ple versus aliquas partes extraneas sine licen-
tia nostra speciali se non divertit nec quicunq;
ibidem plequitur aut plequi vel attemptare p-
sumet quod in nostri contemptum vel põjudicium
aut populi nostri dampnum cedere valeat nec
aliquem vel aliquos ibidem mittet ex hac causa
quovismodo compellas Et si hoc coram te fa-
cere recusaverit tunc ipsum A. B. pror' prisond
nostre committas in eadem salvo custodiend quo-
uscq; hoc gratis fake voluerit & cum securitatem
illam sic cepis nos in Canc nostra sub Sigillo
tuo distincte & aperte reddas certiores hoc breve
nobis remittens T. &c.

Breve ad ex' Testes Def. in perpetuam rei memor'.

Anna Regina, &c. A. B. salutem Quia C. D.
exhibuit coram nob in Canc nrm quandm Pe-
ticonem ut quidm Testes ibidem in ppetuam
rei memoriam examinarentur & ne id tibi in
põjudicium cederet tibi precipimus firmit injun-
gend quod omnibus ak ptermiss & excusacone
quacunq; cessante in propria pona tua vel p tuum
Attorn aut Deputat sis coram nobis in dicta
Canc nrd (Octorn') pror' futur ubicunq; tunc
fuerit ut dicti Testes aut alii quicunq; ex pte
tua ibm illis examinari possint Si ita velis vel
ostenderis & pponas vel ostendi & proponi fac
tunc & ibem bonam sufficien & probabilem ma-
teriã ppterea quare iidem Testes pro pte dicti
C. in forma predicta examinari & postea eorũ
examinacones secũd Ordin' & cursum dicte Cur
nostre publicari & dirigi non debeant Et hoc
ibi hoc breve T. &c.

Breve ad oſtend' Cauſam.

Anna Regina, &c. A. B. & Or' ejus ſaltm Quibuſdam certis de Cauſis coram nob' in Cui Canc' noſtre ꝓpoſitis ac mencionat' & ſpecificat' in quodam Ordine coram nobis in dicta Cur' noſtra fact' inter C. F. Quer' & vos pꝛefat' A. B. & C. D. Def. geren' dat' &c. vobis pꝛecipimus firmiter injungend' qꝺ oĩb' aliis pꝛetermiſſis & excuſacone quacunq; ceſſante in ꝓpꝛiis ꝑſon' veſtris ſitis coram nobis in dicta Canc' noſtra pꝛimo die Marcii pꝛ' futur' ubicunq; tunc fuerit oſtendentes vel oſtendi facientes in contrarium Ordin' pꝛedict' cujus tenor' vobis mittimus & ꝓcatis ibi hoc bꝛeve, T. R. &c.

This Writ muſt be Cloſe, and a Copy of the Order muſt be left upon the Service, as well as the Writ it ſelf.

Breve Execuc'onis Decret'. Beginning.

Anna Regina, &c. A. B. & C. D. Gen' ſaltm cum quoddam finale Judicium ſive decretum coram nobis in Canc' noſtra nuper fact' & reddit' extitit in hec verba, &c.

The Ending.

Vobis igitur pꝛefat' A. B. & C. D. & veſtrum cuilt firmit' injungend' pꝛecipimus qꝺ omnia & ſingula in finali Judicio ſive Decreto ꝓdict' contenc' ſeu ſpecificat' quantum aut quoad vos ſeu veſtrum aliquem in aliquo tangunt ſeu concernunt faciatis pimpletis & exequamini & quilt veſtrum faciat pimplet & exequatur cum effectu

juxta

urta tenorem veramq; intentionem finalis Ju-
icii sive Decreti predict Et hoc sub piculo in-
umbed nullatenus omittas nec omittat ve-
trum aliquis quovismodo Testibus nobis ip-
is, &c.

A Commission to chuse a Guardian for a Defen-
dant that is Old and Doting.

Anna Regina, &c. Dilcis sibi, &c. Cum A. B.
p Guard' Quer quandm puerem suam cor
nobis in Canc nostra nuper exhuerit versus C.
D. Def. Cumq; accepimus qd dictus Def. rone
senectutis sive insane memorie est pinde minus
sufficiens secam predictam respondere & defen-
dere nos statd ipsius Def. in hac pte prospicere
volentes Sciatis igitur qd nos de fidelitatibus
& providis circumspectionibus vestris plurim
confiden' ac in complemen cujusdam Ordin' ge-
ren' dac, &c. Assignavimus vos ac tenore pre-
sencium damus vobis tribus vel duobus ve-
strum plenam potestatem & authoritatem pfat
Def. accedend ipmq; inspiciend & examinand ac
si sit insane memorie tunc Guard' ejusdem Def.
nominand' & constituend' Et ideo vobis tribus
vel duobus vestrum mandamus qd' ad certos
diem & loc quos ad hec provideritis ad predc
Def. si commode ad vos laborari non possit ac-
cedatis ac ipsum Def. omnibus viis & modis
quibus super statu suo melius poteritis inform
mari circumspecte inspiciatis & examinetis ac si
inveniatis qd dictus Def. sit insane memorie
tunc Guardian dicti Def. ad respondend & de-
fend' secam predc nominetis & constituatis Et
cum sic feceritis tunc nos de nomine dict Guard
& de toc facto & pgress vestris in premiss in
Canc nostra predictam sine dilone ubicunque
tunc fuerit clausis distincte & aperte reddatis

certiorez

certiozes hoc breve tunc nobis etiam remitted T. &c.

Exemplificac'o Decreti.

Anna Regina, &c. omnibus ad quos preſentes Litere nre perveñint ſaltm Inſperimus irrotulamen' cujuſdm finalis Judicij ſive decret coram nobis in Canc noſtra nuper fact & reddit in Rotulis ejuſdm Cur irrotulat ac ibidem de Recozdo remanen cujus tenoz ſequitur in hec verba, &c.

Concluſion.

Nos autem tenozem Irrotulamenti predict ad requiſitonem Dilcozum nobis A. S. & C. N. durinnus exemplificand per preſentes in cujus rei teſtimoñ has Literas noſtras fieri fecimus patentes, T. R. &c.

A Writ of Execution of an Order to ſtay Suits. Beginning,

Anna Regina, &c. A. B. ac Conſiliar' Attoznat & Solt ſuis quibuſcunq; & eozum cuilt necnon omnibus & ſingulis ac perſonis quibuſcunque quos tenoz preſencium aliqualit tangit vel concernit ſaltm cum quidam Ordo cozam nobis in Cur Canc noſtre nuper fact & reddit extiterit in hec verba, &c.

Concluſion.

Concluſion.

Tibi igitur præfat A.B. ac vobis præfat om-
bus & ſingulis ceteris perſonis ſupradictis &
ilt veſtrum firmit injungend præcipimus qd
nnia & ſingula in Ord prædict content & ſpe-
ficat quantum aut quoad vos ſeu veſtrum ali-
nem in aliquo tangunt ſive concernunt faciatis
mpletis & exequamini ac quilt veſtrum faci-
perimpleat & exequatur cum effectu ſecd te-
orem veram intentionem Ordin prædict Et
c ſub periculo incumbend nullatenus omitta-
s nec omittat veſtrum aliquis quodiſmodo Te-
, &c.

ommiſſion to examin Witneſſes in the Country on an Account after hearing.

Anna Regina, &c. ſaltm Sciatis qd nos de,
c. authoritatem, &c. in complemen' cujuſdm
rdin Cur Canc noſtre gerend dat, &c. inter A.
. Quer & C. D. Def. fact ſuper auditu Teſtiu
uorumcunq de & ſuper quibuſdam Interr vo-
is tribus vel duobus veſtrum miniſtrand ſeu
eliberand ad proband ſive illuſtrand' materiã
ompti inter partes prædict per Ordin prædict
end' Et ideo vobis tribus vel duobus veſtrum
andamus quod ad certos dies & loc, &c. & hoc
edi facientes in premiſs ſecd tenorem veram-
e intentionem Ordinis prædict T. &c.

A Com-

A Commiſſion to Plead Anſwer and Demurrer for a College, and to take Plea, Anſwer and Demurrer for other Defendants.

Anna Regina, &c. ſalt̃ cum W. F. Clicus Quer' quandã Petic̃onem coram nobis in Canc̃ noſtra verſus Magros Socios & Scholar Collegii de P. in Univerſitat Oxon R. S. & F. M. Def. nuper exhuerit Quq; eiſdã Def. per hẏbe noſtrum precepimus qõ eſſent coram nobis in dicta Canc̃ noſtra ad certum diem jam ꝓterit Petic̃oni predice reſponſur Sciatis tamen qõ nos de fidelitatibus & ꝓvidis circumſpectionibus veſtris plurimum confidẽd aſſignavimus vel duobus veſtrum plenam poteſtatem & authoꝛitatem jurta directõd dicte Cur noſtre ſpialem Reſponc̃ones pꝛedat Magꝛoꝛum Socioꝛum & Scholar ꝓdice aut placita ſive mozac̃ones ſuas eidem Petic̃oni fiend ſub Sigillo Collegii ꝓdict capiend & recipiend nec non Reſponc̃ones dicti R. S. & F. M. ſuper Sacra ſua tact̃ per ipſos pꝛius coram vobis tribus vel duobus veſtrum ſacroſtis Dei Evangeliis coꝛpoꝛalit̃ pꝛeſtand aut placita ſive mozac̃ones ſuas ſuper ſacra aut abſq; ſacris ſuis pꝛeſtand eidem Petic̃oni fiend cujus tenoꝛem vobis mittimus pꝛeſentibus interclus recipiendi Et ideo vobis tribus vel duobus veſtrum mandamus qd' ad certos dies & loc quos ad hoc pꝛovideritis ad pꝛedat Def. ſi commode ad vos laboꝛari non poſſint accedatis ac Reſponc̃ones placita ſive mozac̃ones pꝛedict Magꝛoꝛum Socioꝛum & Scholarium pꝛedict ſub Sigillo dicti Colleg capiatis & reſponc̃ones placita ſive mozac̃ones pꝛedict R. S. & F. M. ſup ſacra aut abſq; ſacris ſuis pꝛeſtand capiatis & recipiatis Et cum ſic feceritis tunc reſponc̃ones placita ſive mozac̃ones pꝛedictoꝛ Magꝛoꝛum Socioꝛum

ociozum & Scholar sub Sigill dicti Collegij
nfecc & respontiones placita sive mozationes di-
zum Riki Sepmoz & J. M. in dictam Canc
ostram, &c.

Ded' pot'em RR. impoten' Def.

Anna Regina, &c. salt̃m cum A. B. Quer'
nandam Petitionem cozam nobis in (usque Pe-
toni p̃dict̃e Respons̃uꝝ) ac idem J. adeo im-
otens sui existat qd̃ usq; Cur̃ Canc nostr̃ pre-
ict̃e ad diem illum ad respontionem suã eidem
etitoni fiend̃ absq; cozpozis sui pericło labozari
on possit Nos statum ejusd̃m J. in hac parte
ie compatientes dedimus vob̃ tribus vel duo-
us vr̃m potem, &c.

Com' Vic' pro possessione super Decret.

Anna Regina, &c. Vic M. salt̃m Cum que-
am materia litis & controversie pendebat nup
ozam nobis in Canc nostra inc A. B. Quer & M. Dñã St. John Vid' & J. H. Def. de p̃z & concernen' titło cujusd̃m Mesuagij sive firme ac diversozum Terrarum Tenementozum & Here-ditamentozũ Mesuagio p̃d̃ ptinen scituat jacen' & existen' in, &c. in Com̃ vestro M. p̃zedict̃e annui valoris 100 l. nuper in tenur̃ sive occupatone cujusd̃m S. M. super auditu cujus quidem ma-terie cozam nobis in dicta Canc nostra hic pos-sessio p̃zemissozum p̃zefat E. per eandm' Cur̃ no-stram adjudicat & decret fuit Cumque eciam no-bis & Cur̃ Canc nostre p̃zedicte ex parte dicti Edri nuper ostens & demonstrat erat qd̃ ipsa p̃fat M. & J. H. possessionem P̃zemissozum p̃zefat Edzõ tradere & relingere omio recusaver̃ easdem-que eidem Edzõ assignare seu conveiare jurta veram intentonem |Decret sive Judicij p̃dict̃e

silic

filie denegavere quod nolumus si uti net debem aliqualie tolerare Sciatis igitur qđ dedimus tibi tenore presencium plenam potestatem & authoritat ad Melnag predict accedendi & ingrediendi ac plenā & pacificā possessionē inde & cujuslib ptis inde accipiendi & recipiendi ac talē possessionē sic p te capt predict Edzō tradendi & delibandi Et ideo tibi mandamus qđ immediate post receptionem hujus brevis nrī sive Commissionis ad Melnag & Terr predictas cum pertinen accedas ac possessionē inde & cujuslibet ptis & parcelle inde capias in manus tuas & recipias & cum ill sic ceperitis tunc ipso pfat Edzō quietam & pacificam possessionē premissorum & cujuslibet inde ptis & pcelle trades & delibes seu delibari fac juxta veram intentionem Decreti predict Ac ipsum pfat E. in possessione premissorū sic per te possess de tempore in tempus quotiescunq necess & opptunum fuerit contra omnes & oīos pturbaciones & interrupciones qualscunq conservari pservari & incolumē reddi facias Et hoc Subpena periculi incumbent nullatenus omittas T. &c.

Words of course to add to a Certificate *in brevi de exit' Ord'.*

Cumq etiam Regrus dicte Curi nostre nobis in pmiss Certif. in hec verba.

Breve pro eligend' Coronator'.

Anna Regina, &c. Vic. S. &c. Quia ex testimonio fide digno accepimus qđ A. B. Gen' un' Cozonator nostrozum Com tui adeo languidus est & senio fractus qđ' ad ea que ad Officium Cozonatozis pertinent exercend non sufficit ipse ab Officio ill duximus removend Et ideo tibi

pzecipimus

ecipimus qđ ſi ita eſt tunc in pleno Com̃ tuo aſſenſu ejuſdm̃ Com̃ loc̃ ipſius A. eligi fac̃ d̃ ar̃ Cꝛonator̃ qui p̃ſtito ſacꝛo put moꝛis extunc ea faciat & conſeꝛvet que ad Officiũ Cꝛonatoꝛis ptinent exeꝛcend in Com̃ p̃dict̃ & ilem eum eligi fac̃ qui melius ſciat & poſſit fficio illo intendere & nomen ejus ſciꝛ fac̃ T. . &c.

Hoc bꝛeve non faciend eſt ſine Warr̃ Cuſtoꝛ Angl̃ per Curſitoꝛ.

Bond on Commiſſion of Rebellion.

Noverint univerſi per pꝛeſentes nos A. B. de eſtm̃ in Comitat̃ Midd̃ Ar̃ & A. B. de Haparket in Com' pꝛedict̃ Geñ teneri & firmit̃ obgari H. B. Bare Magꝛo Rotuloꝛum in centũ ꝛis bone & legalis Monet̃ Angl̃ ſolvend eidm̃ . B. aut ſuo cert̃ Attoꝛnat̃ Executoꝛibus vel dminiſtratoꝛibus ſuis ad quam quidem ſolunem bene & fidelit̃ faciend̃ Obligamus nos eredes Executoꝛ̃ & Adminiſtratoꝛ̃ noſtꝛos & uemlibet noſtꝛum per ſe in toto & ſolido firmit̃ er pꝛeſentes Sigillis noſtꝛis ſigillat̃ dat̃ die Anno Regni Domini, &c.

nnoq; Domini 1691.

Condition

The Condition of this Obligation is ſuch, That the above-bounden A. B. Eſq; ſhall, and do erſonally appear before our Lord the King in is Majeſties High Court of *Chancery* in 15 Days ow after *Eaſter* next coming, upon a Commiſon of Rebellion iſſued out of the ſaid Court gainſt him at the Suit of A. R. and ſhall anſwer as

as well for his ſaid Contempt, as all ſuch things as ſhall be then and there objected againſt him, and do and perform what the ſaid Court ſhall award in that behalf; then this preſent Obligation to be void, otherwiſe to ſtand and be in full force and virtue.

Breve Claus' ſuper Ordin' & Relac'onem.

Anna Regina, &c. ſaltm Cum per quendm Ordin' coram nobis in Canc' noſtra nuper fact & reddit inter C. D. Quer & te pfat A. B. Def. & e cond gerend dat nono die Julii inſtan (videlt Termin ſcte Trin ult Ordinac exiſtit qd tu pfat Def. ſuper debit notitiam Ordin pfd' tibi vel Attorn tuo dand bonam cauſam in contrar adtunc pfor' general' Sigill' poſt pfor' Termin' pfd' oſtenderes quare non ſolveres dicto Quer totam 71. 8s. 8d. legis' monet Angl in quadm relacone W. B. unius Magiſtrorum Cur Canc noſtre mencionat & exprefs Nos ad hec conſideracionem hentes & pro eo qd' tu pfat Def. noticiam Ordin predict huiſti ſicut per Sacrm fide dign appet Nulla tamen cauſa in contrar oſtendiſti ſicut per Certificacionem Registrii Cur Canc noſtre apparet tibi igitur pfat A. B. precipimus & firmit injungend' mandamus qd dictam ſummam ſeptem libr 6s. 8d. dicto Quer debo modo ſolvas ſeu ſolvi fac ſcdm tenorem & veram intencionem relacionis & Ordin predict Et hoc ſub periculo incumbend nullatenus omittas T. R. &c.

The Docquet of an Exemplification of a Decree.

An Exemplification of the Inrollment of a Decree in this Honourable Court, in a Cauſe wherein R.R. is Plaintiff, and R. H. Defendant, exemplified at the requeſt of, *&c.* T. *&c.*

Examinatur p nos

In Canc Ma'ros.

Maſters Certificate.

We the Maſters in *Chancery*, whoſe Names are hereunto ſubſcribed, have carefully examined the Exemplification mentioned in the Docket of the ſaid Exemplification on the other ſide, with the Inrollment thereof, and do certifie the ſame to be a true Exemplification of the ſaid Inrollment.

Words of Courſe before an Exemplification of a Decree.

Anna Regina, &c. Omnibusad quos pzesentes Litere noſtre pervenerint ſaltm Inſpeximus Irrotulamen cujuſdm final' Judicii ſive Decreti cozam nob in Cur Canc noſtre nuper facc & reddit ac in Rotulis dte Cur noſtre irrotulat Jbmq; de Recozdo remanen cujus tenoz ſequitur in hec verba, &c.

Verba poſt Exempl' Decreti.

Nos autem tenozem final' Judicii ſive Decreti pzedict ad requiſitonem pzedict Quer, &c. duximus Exempl' per pzeſentes In cujus rei

teſtimon̄ has Literas noſtras fieri fecimus patentes T. &c. P. Pac.

On the Back of theſe Exemplifications.

An Exemplication of a Decree in a Cauſe wherein, &c. Exemplification at the requeſt of, &c.

Al' breve Claus' ſuper ord' & relac'onem.

Anna Regina, &c. ſalt̄m Cum per quendam Ordin̄ in Cur̄ Canc̄ nr̄ nuper fact̄ & reddit̄ inc̄ M. M. Quer̄ & te p̄fat J. R. & al' Def. gerend̄ dat̄ 10 Feb p̄xtie inter al' Ordinat̄ exiſtit̄ q̄d M. M. in legibus Doct̄ unius Magr̄orum Cur̄ nr̄ p̄dict̄ Compos in partes p̄dict̄ & concernen̄ quibuſdam Articulis, in queſtion̄ capet Cumq; ſuper Calculakon̄ illam p̄fat J. R. ſicut ex relakone Magri p̄dict̄ nob 29 Maij p̄xtie oſtens̄ accepimus invenc̄ fuiſti in arreragiis erga p̄dict̄ Quer̄ in ſumma centum & ſeptem libr̄arum 13 s. 4 d. ſicut per relakonem p̄dict̄ remanen̄ cum Regro Cur̄ noſtre p̄dict̄ plenius appet tibi igitur p̄fat J. R. firmiter injungend̄ p̄cipimus q̄d ſolvas ſeu ſolvi fac̄ p̄dict̄ Quer̄ ſumm̄ 107 l. 13 s. 4 d. indilate juxta ſorm̄am & verum effect̄ Ordin̄ & relakonis p̄dict̄ Et hoc ſub p̄cul' incumben̄ nullatenus omitt̄ T. &c.

Com' ſpecial' de ſequeſtrac'one.

Anna Reigna, &c. Dilcis ſibi, &c. Ged ſalt̄m Cum R. G. Quer quandam Petic̄onem ſuam coram nob in Canc̄ noſtra verſus S. S. D. Exhuit Cumq; p̄fat Def. cum br̄i noſtro de Ad compend̄ & queremon̄ p̄dict̄ reſpondend̄

de inſervie fuit ita tamen agere omīo recuſabit unde verſus eum ſpiat Proceſs dicte Cur noſtre uſq; ad ſervien ad arma emanent ac etiam p eo qđ Serviens ad arma Cur noſtre ꝓdicte prefat Def. nulſqđ invenire Certificavit velut per Certifatonem ſuam in ea pte manifeſte apparet Sciatis igitur qđ nos equum & juſtum fieri volentes ac de fidelitatibus & ꝓbidis circumſpectonibus veſtris plurimum confidentes in Complemen cujuſdm Ordin dicte Cur noſtre inf partes ꝓdicte facte gerend dat, &c. dedimus vobis tribus vel duobus veſtrum plenam poteſtatem & authoritatem en & ſuper Meſuag' Terr Tenemen' & Hereditamen' quecunq; ꝓdicte S. S. accedend ingrediend' & intrand' ac omīa reddit exit profic commoditat & emolument quecunq; Meſuag' Terr Tenemen' & Hereditamen' & real' ſtat ꝓdicti S. S. necnon omnium & ſingulorum Bon & Catall' quecunq; & ſtat ꝑſonal' prefat S. ubicunq; invenire poſſitis in manus noſtras trium vel duorum veſtrum capiend levand & colligend ſeu levari capi & colligi faciend illaq; ſequeſtrand prout eadem tenore preſencium ſequeſtramus Et ideo vobis trib⁹ vel duobus veſtrum mandamus qđ diebus loc & horis ad hec congruis & opportun' ad dict Meſuag' Terr Tenemen' & Hereditamen' quecunq; prefat S. accedatis eademq; intretis & ingrediamini ac omn' reddit exit ꝓfic commoditat & emolumen' quecunque ꝓdict Meſuag' Terr Tenemen' & Hereditamen' ac Stat real' necnon omn' & ſingl' Bon' & Catall & Stat perſonal' quecunque prefat S. ubicunque invent fuerint in manus veſtras trium vel duorum veſtrum levetis capiatis & colligatis ſeu levari capi & colligi faciatis illaq; ſub humōi tuto ſalvo ſequeſtro conſervetis & cuſtodiatis donec & quouſq; prefat S. S. querem' ꝓdicte directe reſponderit & ꝓ contempt om-

nibus ſuis plenar ſatisfecerit dictaq; Cur noſtra alic Ordinaverit in hac parte ſpialic T. &c.

Commiſſion to review Incroachment in Building.

Anna Regina, &c. Sciatis q̄ de fidelitatibus & prudentiis circumſpectionibus veſtris plurimū confidend ſecūd directionem Relationis J. F. Armig unius Magrorum Cur Canc noſtre inc J. H. Quer J. W. Extriem W. W. defunct & J. F. & al Deſntes geren dat 17 die Feb inſtan Aſſignavimus vos ac tenore prſencium damus vobis vel duobus veſtrum poteſtatem & authoritatem ſupvidend' premiſſa in queſtione inc partes pdict' & conſiderandi encrochiamenta facta p utramq; ptem in & ſuper ſolū alterius & alia expenſa piet Com Anglice party Walls & lignei Frontiſpicij & Paviamenti Officine mencionat in quodam Ordine dcē Cur nrē inc ptes prędict facē geren dat 2 die Julii Anno Regni noſtri xxx ſecūd directionem Ordin prędict Et ideo vob tribus vel duobus veſtrum mandamus q̄ certis deibus & horis ad hec congruis & opportunis ad premiſs prędict accedatis eademq; ſuperviđeatis enchrochiamentaq; per utramq; partem in & ſuper alterius ſolum ac alia expenſa pietum Cōiorum & lignei Frontiſpicii & Paviamenti Officine pdict conſideraveritis facien in premiſs ſecūd directionem Ordin & Relationis pdict & cum ſic feceritis nos de toto facto ꝓgreſſu veſtro in pmiſs in Canc noſtram prędict ſine dilone ubicunq; tunc fuerit p certificationem veſtrā reddatis certiores T. R. &c.

Certificate

4

Certificate for chooſing Guardians.

By virtue of a Commiſſion to us directed out of the High and Honourable Court of *Chancery*, in a Cauſe wherein H. L. is Plaintiff againſt H. J. Defendant; We whoſe Names are under written, being thereby authorized to chuſe a Guardian for the ſaid H. J. do humbly certifie your Lordſhip, that we have accordingly choſen A. B. of, *&c.* Guardian for H. J. to defend the ſaid Suit for him the ſaid H. J.

The return of the Commiſſion.

Whereas we whoſe Names are under written have according to this Commiſſion choſen A. B. Guardian to H. J. we have now taken the ſaid Anſwer accordingly, on the Oath of the ſaid Guardian, at B. in the County of C. the day of, *&c. Anno, &c.*

Injunction to ſtay Waſts, after the Defendant was ſerved with the Decree.

Anna Regina, &c. Johi Pembridge nuncon Opar Servis Agentibus & Assign' ſuis quibuſcunq; & eorum cuilt ſalt̃m Oſtens eſt nobis in Cur̃ Canc̃ noſtre ex parte Elianor W. Vid̃ Quer̃ verſus te p̃fat Johem P. Defendentem q̃d cad̃ Quer̃ Decret obtinuit in Cur̃ Conc̃ noſtre p̃d̃ p̃ materiis hic in queſtione & q̃d tu p̃fat Def. cũ brevi noſtro de Exet̃one p̃d̃ Decret inſervit fuiſti ſic ut per ſacr̃m appt Q̃dq; tu in Contemptu noſtri dicteq; Cur̃ noſtre ſiſtis manifeſte non obſtant dict Decret Interim tamen tu p̃fat Def. aut vos cetere p̃ſone ſup̃adicte ſeu aliquis veſtrum magna Waſta & Spolia ſuper dict p̃miſſa hic

in queſtione commit vel committi fac minus juſte ut accepimus Nos ad hec conſiderakonem hentes tibi igitur pꝛefat Johi B. & vobis Opaꝝ Servis Agentibus & Aſſignat ſuis pꝛed & cuiſt veſtrum Subpena 500 l. de Bonis Terris & Catall veſtris & cujuſlibet veſtrum ad opus noſtrum levand ſiemit injungend' pꝛecipimus qꝰ aliqua vaſta ſive Spolia in vel ſuper pꝛemiſſis in Decret pꝛedict menkonat face ppetrare ſeu committere deſiſtas & quiſt vrm omnino deſiſtat Et hoc, &c.

Commiſſion Special to bring an Infant that Sues by her Guardian, out of the Defendant's Hands, and reſtore her to the Guardian.

Anna Regina, &c. Omnibus & ſingulis Majꝛibus Vicecomitibus Ballivis Sub-ballivis Conſtabular ac omnib' al' Officiar' quibuſcunq; ad conſervand' pacem noſtram appunctat & eorum cuiſt ſaltm Cum per quendam Ozdin coꝛd Dño Jac ſedō nuper Rege Angl, &c. Cur Canc ſue nuper fact inter Saram Moyſe Infan' per Guard' Quer & Suſanna Moyſe Def. geren' dat', &c. Ozdinat' fit qꝰ quidam Thō Long Guard' pꝛo pꝛed' Sara Infand ſit conſtitutus & dicta Infan' in Cuſtod' ſua recipet Et pꝛedicte Suſanne Moyſe per Ozdin' pꝛedict pꝛecepꝫ fuit pꝛefat Sara Infan' pꝛedict' Thō Long deliberet unacum omnibus ſuis veſtiamentis & oꝛnamentis Cumq; pꝛefat' Suſann' Moyſe in Contempt' dict Ozdin' & Cur noſtre dcam Infan' Sara Moyſe pꝛefat' Thō Long licet adinde pꝛefat Suſanna ſepius requiſit' fuit nondm deliberavit ſed pdict Suſan' pꝛefat' Cura Infand in Cuſtodia ſua adhuc detinet Sciatis igitur qꝰ nos Ozdin' dicte Cur noſtre inviolabil obſervar' volentes ac in complemen' cujuſdam al' Ozdin' dicte Cur' noſtre

ire geren' dat' 31 die Martii ult̃ pt̃it dedimus
tenoze pl̃encium damus vobis & cuilt vrm̃ po-
& authozitatem in ad & sup̃er oĩa & singul'
eluag' Tenemen̄ & loca quecunq; & quamlie
e ptem sive pcellam accedendi intrandi ac in-
ndi ac ingred ad inveniend̄ p̃dict Sard M.
kan' Et ideo vob & cuilt vrm̃ mandamus qd̃
mediat' post receptionem hujus b̃is ad in &
per oĩa & singla Meluag' Tenemen' & loca que-
nq; & quamlibet inde ptem sive parcellã acce-
tis intretis & ingrediamini Et qd̃ extrema
diligentia utamini ad inveniend' p̃dictam
ard M. Inkan' & cum ill' inveneritis eã capi-
is & amoveatis & p̃fat T. Long vel Assign'
is deliberetis Ita qd̃ p̃fd' T. Long p̃fd' Sard
kan' in Custod' sua capiet & recipiat sedm̃
nozem & ppositr Ozdin' p̃fd' Et hoc nullaten⁹
ittatis nec ommittat vrm̃ aliquis quovis-
odo T. nobis ipsis, &c.

Appeals in Parliament.

Edward W. Gentleman, Appellant.

W.P. W.L. W.N. J.C. J.L. J.S. T.G. R.B. and *J.C.* Defendants.

The Humble Petition and Appeal of *E. W.* Gent. Appellant,

To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled.

Most Humbly sheweth,

THAT your Petitioner about *Trinity* Term, in the Year of our Lord 1689. Exhibited his Bill of Complaint into the High Court of *Chancery*, thereby setting forth, That your Pettioner about the Year 1682. being then under the dipleasure of the Government, was forced to withdraw himself, and for the support of his Family in his absence, left with the Defendant *J. L.* 500 *l.* and shortly after took a Bond for the same in the name of the Defendant *J.C.* in trust: And that the said *J. L.* soon after entred into Copartnership in certain Iron Works and Mills at *C.* in the County of *K.* with his Father and Brother, and

nd the other Defendants *W. P.* and *W. L.* And a Leaſe of the ſaid Mills was purchaſed of one *P.* y the Joint-ſtock of the ſaid Defendants and Co-artners *J. L. W. P.* and *W. L.* And the ſaid *J. L.* rought into ſtock above 1900 *l.* That in the Year 685. the ſaid *J. L.* became a Bankrupt; and the Copartners pretending differences in their Accounts, did about the Year 1685. Exhibit Bills gainſt each other in the ſaid Court of *Chancery*; nd after Anſwer put in to each others Bills, by contrivance amongſt themſelves to defraud the Creditors of the ſaid *J. L.* they the ſaid *J L.* and other his ſaid Copartners entred into an Order of Court by conſent to prefer all matters in difference between them to the final Award and Arbitrament of four Arbitrators; and in caſe they agreed not by a day fixed, then the ſame to be referred to an Umpire one *J. T.* the Uncle and Brother of them the ſaid Copartners to be ratified and confirmed by the Decree of that Court: That the ſaid Arbitrators made no Award therein, as was contrived by the ſaid Copartners, to the intent that the ſaid Umpire might have the ſame in his Hands, the better to find the Eſtate of the Bankrupt in the Hands of the reſt of the Copartners, his ſaid Father and Brother.

And the ſaid Bill further chargeth, That the ſaid Umpire made an unjuſt Award to the prejudice of the Creditors of the ſaid *J. L.* at leaſt 1900 *l.* which Award was confirmed by the Decree of the ſaid Court, though the ſaid *J. L.* was a Bankrupt long before the ſaid Decree, and before any Award made by the ſaid *J. T.* And a Commiſſion of Bankrupt was iſſued out againſt the ſaid *J. L.* and he proved a Bankrupt before the major part of the Commiſſioners therein named, *viz. T. G. R. B.* Eſquires and *J. G.* Gent. the other Defendants, and indebted to your Petitioner

oner and others, in great ſums of Money; and they the ſaid Commiſſioners made an Aſſignment of the ſaid Mills and Stock of the Defendant *J. L.* then in the hands of the ſaid Defendants and Partners *W. P.* and *W. L.* to one *J. S.* who accepted the ſame, and received Contribution-money of your Petitioner and others the Creditors 1 *s.* 6 *d.* in each pound; and the ſaid Defendant *S.* by the ſame Indenture of Aſſignment, Covenanted and Undertook to ſue for and recover the ſaid Mills, Stock and Eſtate ſo aſſigned him for the good of the Creditors of the Defendant *J. L.* And that the ſaid *J. S.* being in Combination with the Defendants *W. S. W. P.* and the ſaid *J. L.* the Bankrupt, he the ſaid *J. S.* refuſed to act therein notwithſtanding the truſt repoſed in him by the ſaid Commiſſioners, and his Covenants in the Aſſignment; and the Commiſſioners refuſed to force him thereto, or to call the ſaid *S.* to Account: And that the ſaid Defendants *W. P. W. L.* and the ſaid *J. S.* having gotten the Books of Account of the ſaid Copartnerſhip, and the Leaſe of the ſaid Mills, and other the Writings that ſhewed the ſaid *J. L.* his Eſtate, and the ſaid Aſſignment in their hands, ſo that your Petitioner was remedileſs at Law; and the ſaid Defendants *W. P.* and *W. L* ſet up the ſaid Decree to hinder your Petitioner from having an account of the Defendant *J. L.* his Eſtate. Therefore your Petitioner prayed by his ſaid Bill, that in regard the ſaid *J. L.* was a Bankrupt before the ſaid Decree inrolled, or the Award made: And for that your Petitioner was no Party or Privy to that Decree, but a ſtranger thereto, and a real Creditor for 500 *l.* and Intereſt: Therefore that your Petitioner might be let into the Account, notwithſtanding the ſaid Decree; That after all the Defendants had anſwered your Petitioner's Bill, and the ſaid Defendants *W. P.* and

W. L.

had only pleaded the ſaid Decree in that
t againſt your Petitioners ſaid Bill, which
ordered to ſtand for 'Anſwers: The ſame
to be heard the 15th of *January* laſt, before
reſent Lord's Commiſſioners for the Cuſtody
e Great Seal of *England*: But though the mat-
did appear to be as aforeſaid, yet their Lord-
did order your Petitioners ſaid Bill ſhould
diſmiſſed without any relief; which ſaid
r for diſmiſſion is ſince inrolled in the ſaid
rt, whereby your Petitioner hath apparent
ge, contrary to all Law and Equity, as your
ioner is adviſed.

our Petitioner therefore Appeals from the ſaid
er and Inrollment and Proceedings of the ſaid
rt of *Chancery*, for diſmiſſion of your Petiti-
s ſaid Bill, to your Lordſhips in Parliament;
moſt humbly prays that the ſaid Defendants
be appointed a ſhort day to Anſwer all and
lar the ſaid Premiſſes before your Lordſhips;
that the ſame Order may be reverſed, and
aid Decree made the 23th day of *March* 1685.
veen the Defendants *W. P. W. L. W. N.* and
ſaid *J. L. & è contra* may be reverſed ſo far as
inders your Petitioner from having an ac-
nt of the Bankrupt the Defendant *J. L*'s Eſtate
he Defendants *W. P. W. L.* and *W. N*'s hands;
that your Petitioners ſaid Bill may be retained
he ſaid Court, and the matters therein pray-
nay be decreed to your Petitioner, or ſuch o-
Relief as to this Noble and Honourable Houſe
ſeem meet.

And your Petitioner ſhall ever pray, &c.

roſe Phillips.
Waſhington.

Ed. W.

G. B.

C. B. ſurviving Executor of *G. B.* deceaſed,
Plaintiff.

J. D. Defendant.

To the Right Honourable the Lords Spiritual a
Temporal in Parliament Aſſembled.

The Humble Petition and Appeal of the De
dant.

Humbly Sheweth,

2. THE Teſtator and Appellant having ca
ried on the Trade of Haberdaſhers
Small Wares in *London*, entred into Articles
Copartnerſhip for the better management of t
ſame for five years, with an equal Stock or S
in Trade; and all things relating to the ſaid Tra
was to be done by mutual Conſent: And it w
agreed, that the Appellant ſhould keep *Briſtol* a
Gainsborough Fairs; and that the Teſtator ſho
keep *Holden*, *Beverly* and *Lenton* Fairs, and t
each Partner at his or their returns from the
ſpective Fairs, ſhould give and make to the oth
juſt and true Accounts of their tranſactions a
dealings in the ſaid Trade at ſuch Fairs.

That it was alſo agreed, that neither Par
ſhould take an Apprentice without the conſe
of the other, nor without good ſecurity for t
honeſty of ſuch Apprentice: And that all lo
happning to the ſaid Joynt-trade under ſuch Co
ditions, ſhould during the ſaid five years, be
qually born by the ſaid Copartners.

That it was alſo covenanted and agreed b
tween the ſaid Parties, that a general Accou
ſhould be once a year in *December* or *January* m
up, and that if either Party died before the
Ye

rs (in the Articles mentioned) expired, the ivor ſhould take the whole Stock and Eſtate, pay the Debts, and pay to the Executors or iniſtrators of the deceaſed Party, one moie- f the whole, as it appeared on the ſtated Ac- nt, and to be paid at three ſeveral Payments, firſt Payment to be made at the end of ſix nths after the deceaſe of either Partner; and ſo wing ſix Months for each of the other Pay- ts, and that at the expiration of the ſaid five rs, the Partners were to ſecure the Payment e Debts due from them, and then there ſhould n equal indifferent partition made between n of the whole Stock and Eſtate. But if in either died during the five Years, then the ivor ſhould take the whole Stock and Eſtate, pay the deceaſed Party one moiety of what due on the laſt ſtated Account. And it was er agreed, That if it ſhould happen at the of the Copartnerſhip, that the Partners did agree to continue the ſaid Copartnerſhip for longer term, that then, and in ſuch caſe the Copartnerſhip ſhould continue three Months no longer, for the dividing and diſpoſing of r Wares and Merchandizes and ſetling their counts, any thing to the contrary notwith- ding; which Articles continued in force till thirteeth of *September* One thouſand ſix hun- d ſeventy ſeven, and the time for dividing con- ed till the thirteenth of *December*, One thouſand undred ſeventy ſeven, at which time a parti- was to have been made, and the Partnerſhip olved, and a Writing was prepared for that poſe; but the Appellant was prevailed with the Teſtator to continue on the ſame by nds for one Year, which expired the eleventh of *January*, One thouſand ſix hundred ſeven- eight; and then the Appellant taking notice

that

that many of the Debts mentioned in the laſt ſ
ted account of the firſt of *January*, One thouſ
ſix hundred ſeventy were good Debts, particu
ly a Debt of Three hundred ſeventy ſix pou
owing from one *W.* of *Barbadoes*, and a Debt
Eleven pounds eleven ſhillings and eleven pe
owing from one *F.* of *Barbadoes*, and ſeveral
thers to the amount of Fourteen hundred pou
or thereabouts, being Debts made by the
ſtator in his way of Trade, were deſperate
doubtful Debts, and that great loſs might happ
to the Appellant thereby in caſe the Teſtator (w
was then ſickly and infirm) ſhould happen to
during the Partnerſhip, the Appellant there
did propoſe, and it was betwixt him and the ſa
Teſtator agreed, that new Articles ſhould
made, by which each Party, their Executors a
Adminiſtrators ſhould have profit and loſs ali
and that the ſurviving Partner ſhould not be
vercharged, or make good to the Executors
Adminiſtrators of the deceaſed Partner his ſha
as by the former Articles was directed, and inſtr
ctions were given to prepare ſuch new Articl
but in regard the Appellant was then going
Briſtol Fair, and the new Articles not ready,
was propoſed and agreed that the ſaid Partner
ſhould be continued for ſix Weeks only,
which time the Appellant might be return
and the new Articles finiſhed, which was left
the ſaid *G. B.* the Teſtator to do; and thereupo
Bond was given the fifteenth day of *January*, O
thouſand ſix hundred ſeventy eight, to contin
the Partnerſhip till the firſt day of *March* follo
ing upon the old Articles (notice being taken
the Condition, that the Partners had agreed
new Articles) but by reaſon the Appellant
then going for *Briſtol* Fair, could not then
done: And at his his return from *Briſtol* the ſ
Teſta

Teſtator was ill, and ſo continued till the One and twentieth day of *June*, One thouſand ſix hundred ſeventy nine, when he died; by reaſon of whoſe Sickneſs the new Articles were delayed and not executed, and the Partnerſhip being determined in the life time of the Teſtator, the Appellant conceived that the whole Eſtate in Trade ought to be divided, and that each perſon ſhould have profit and loſs alike, and was adviſed he ought not to be charged with the ballance of the laſt Account One thouſand four hundred pounds of the Debts mentioned as good in the laſt Account, being really deſperate and made only by the Teſtator; and there being Errors and Miſcomputations in the ſaid Account ſtated, to the amount of Five hundred pounds.

That the ſaid *G. B.* as the ſurviving Executor of the ſaid Teſtator, exhibited his Bill in the Court of *Chancery* againſt the Appellant, ſetting forth, that by the Articles of Copartnerſhip, and that once in a year (in *December* or *January*) a general Account ſhould be made up and ſtated in two ſeveral Books, and each Party to ſubſcribe one; and if either of the Copartners died during the Copartnerſhip, the Survivor ſhould take to his own uſe all the Stock, and make good to the Executors or Adminiſtrators of the deceaſed Partner his ſhare, according to the laſt Account: And that in *January* One thouſand ſix hundred ſeventy eight, an Account was made up, and the Teſtators ſhare in Trade then, amounted to Five thouſand five hundred twenty nine pounds ſix ſhillings and ſeven pence; and the ſaid *G. B.* being his Executor, prayed to have the Five thouſand five hundred twenty nine pounds ſix ſhillings ſeven pence decreed to him, whereto the Appellant by his Anſwer to the ſaid Bill ſet forth the ſeveral matters therein before alledged, and offered an Ac-

count of the Trade, and to anſwer the Teſtator's ſhare according to profit and loſs, the Articles of Copartnerſhip being determined, and the Debts contracted by the Teſtator, and by him reckned as good, proving all that time to be deſperate.

The Cauſe was heard in *Chancery*, and it was decreed the Account ſhould be taken according to the old Articles; and the Appellant ſhould make good the Five thouſand five hundred twenty nine pounds ſix ſhillings and ſeven pence, notwithſtanding there were ſuch bad Debts, and directed Sir *John Hoskins* Knight and Baronet to take the Account, and the Appellant to pay Intereſt according to the Articles.

14 *May* 1690. The Cauſe came to be reheard in the ſaid Court of *Chancery*, and the Court being then apprized of the Caſe, ordered that the Maſter ſhould proceed to take the account in queſtion, both ways, (*viz.*) from the foot of the ſtated Account, and from the Teſtators death, and was to compute intereſt from the reſpective times of payment; as alſo to take an Account as if no Account had been made, and of all ſuch loſs as hapned in Trade within the ballance of the ſaid ſtated Account, and after the Report the ſaid Court would then give further directions.

21 *February* 1690. Mr. *B.* obtained a Report *ex parte* from the ſaid Maſter according to the directions given him by the ſaid Court of *Chancery*, by the Order of the firſt of *May* 1689. and having thereby charged all the bad Debts made by the Teſtator on the Appellant, and intereſt upon intereſt, brought the Appellant indebted to the Eſtate of the ſaid *G. B.* above the ſum of Four thouſand pounds.

5 *May* 1691. The Maſter on hearing all Parties according to the Order of 14 *May* 1690. Certifies that the Copartnerſhip between the Teſtator and

e Appellant determined the firſt day of *March*, ne thouſand ſix hundred ſeventy eight, before hich time a general account of all manner of alings in Copartnerſhip was made and ſtated e firſt day of *January*, One thouſand ſix hundred venty eight, and after a due diſcount made of e Errors, bad Debts and Payments made by the ppellant, there was but the ſum of 980 *l.* 6 *s.* *l.* due to the ſaid G. B. which the Appellant mitted to pay.

16 *December*, One thouſand ſix hundred ninety e, the Cauſe coming again to be heard accord- to the direction of the Order of the 14 of *uary*, One thouſand ſix hundred ninety, the urt of *Chancery* continued in their former Opi- ns, and confirmed the Order of the 1 of *May*, e thouſand ſix hundred eighty nine, and diſ- rged both Reports.

naſmuch as the Decree of the ſaid Court of *ncery* being grounded upon a ſuppoſition, that ſaid Copartnerſhip was in being, and continu- till the death of the ſaid G. B. and that the de in queſtion was carried on, the Appellant reby is damnified about Two thouſand pounds, is adviſed that the ſaid Decree is unjuſt, and ht to be reverſed, it appearing on the foot the old Articles of Copartnerſhip, and Ac- nts of the ſaid Court of *Chancery*, that the ſaid partnerſhip was fully determined in the ſaid tators life-time; and that by the true intent meaning of the ſaid Articles, an equal di- n of the Stock and Debts, as well ſeparate eſperate, was to be made at the end of three nths after the term of five Years: and the enant to charge the ſurviving Partner to e good the ballance of the laſt account was, ther Partner died during the continuance of Copartnerſhip, which neither did, and your

Petitioner is adviſed, that the ſaid Decree is un-
juſt, being to make good, not only the bad Debt
contracted by the ſaid Teſtator, but all ſuch loſ-
ſes as hapned to the Copartnerſhip by reaſon o
ill Servents taken by the Teſtator, who was on
W. B. a Servant without ſecurity; and he afte
Chriſtmas 1678. defrauded the Copartnerſhip of a
leaſt 317 *l.* 10 *s.* 9 *d.* whereby the Appellant
damnified one Moiety of the ſaid Sum of 317
10 *s.* 9 *d.* And the Appellant is by the ſaid De
cree ordered to pay intereſt from the time of pay
ment in the Articles for the whole Money, whe
it was an account currant; and it is proved i
the Cauſe, that the Appellant kept the Mone
dead, and always paid.

Againſt which Decree your Petitioner humb
appeals to this Houſe, and humbly hopes t
Decree of the ſaid Court of *Chancery* ſha
be reverſed and ſet aſide: And your Petitio
conceiving himſelf to be grieved there
humbly appeals from the ſame to yo
Lordſhips great Wiſdom, and humbly hop
as this Caſe is circumſtanced, he ſhall not
charged and compelled to make good t
Teſtators ſhare, according as the ſame w
computed in the laſt ſtated account: H
that by the Letter and true Meaning of
ſaid Articles, the Partnerſhip (as he is
viſed) determined in the life-time of
Teſtator, and that an equal diviſion o
to be made of the whole, and profit and
alike, which the Appellant ſubmits to m
good; and humbly hopes your Lordſhips
be pleaſed to order Summons to the ſaid
to appear before your Lordſhips, and to
ſwer the Premiſſes by a day for that pur
to be appointed by this Honourable Ho

and that in mean time, and until your Lordſhips further Order, all proceedings on the ſaid Decree or Decretal Orders may be ſtaid.

And your Petitioner ſhall ever pray, &c.

homas Trevor.
illiam Whitlock.

J. D.

he humble anſwer of G. B. *Gent. Executor of* G. B. *his Father deceaſed, to the humble Petition and Appeal of* J. D. *Appellant, againſt a Decree made in the Court of* Chancery.

THIS Reſpondent ſaith, that on the 20*th* of *September* 1672. the Appellant and this Reſpondent's Teſtator entred into certain Indentures Copartnerſhip for the carrying on of the Trade a Haberdaſher of Small Wares in *London* beeen them, for the Term of five Years from the y of the Date thereof: In which ſaid Indenture is recited, that the ready Money, Goods and od Debts owing to the ſaid Partnerſhip was oo *l.* and the deſperate Debts owing to the d Partnerſhip, were reckned 1400 *l.* And it is the ſaid Articles mentioned to be agreed beeen the ſaid Partners, that whatever Sums of oney or Stock either of the ſaid Partners ſhould d or put into the ſaid Joint-Trade, over and ave their Joint-Stock, that then was in the ſaid ade, he ſo adding or putting in ſuch Moneys, uld be allowed out of the ſaid Joint-Stock. d it is in, and by the ſaid Articles Covenanted d agreed, That a general account ſhould be de up once every year in *December* or *January*; d that in every ſuch account they ſhould diſtinſh between, and ſet down apart each from

other, the Debts owing to them, which they ſhould account good, and the Debts which they ſhould reckon deſperate; which ſaid deſperate Debts (in caſe any one of the ſaid Copartners ſhould happen to die,) ſhould ſolely appertain to the growing Copartner, to make good what loſs or damage might happen in any of thoſe Debts then accounted good: And the ſaid Partners were to enter the particulars of ſuch Accounts in Books for that purpoſe: And it was further agreed, That upon finiſhing their laſt Account at the end of five Years, they ſhould make a juſt, equal and indifferent Partition, Allowance and Aſſignment betwixt them of all their whole Stock and Eſtate then in Partnerſhip, to be equally divided between them.

And it was further agreed, that in caſe any one of the ſaid Copartners ſhould happen to die before the expiration of the ſaid Term of five Years allotted for the ſaid Copartnerſhip, That then the ſurviving Copartner, his Executors or Adminiſtrators ſhould have, take and enjoy to his and their own proper uſe for ever, all the whole Stock and Eſtate, Wares, Goods, Debts and other things, which at the time of the death of the Copartner ſo dying, ſhould be in Joint-Trade and Copartnerſhip, as well the part and ſhare of him ſo dying, as the part and ſhare of him that ſhould ſurvive: And in conſideration thereof, the ſurviving Copartner his Executors and Adminiſtrators ſhould forthwith pay and ſatisfie, or take effectual care for the ſpeedy and ſecure payment and ſatisfaction of all the Debts and Duties which ſhould be due and owing upon the Joint-account to any perſon at the death of the Party ſo deceaſed; and ſhould alſo take upon him the care and education of ſuch Apprentice and Apprentices imployed in the ſaid Joint-trade, as the Partner deceaſed ſhould

hould have at the time of his death; and ſhould lſo pay and ſatisfie unto the Executors and Adminiſtrators of the party ſo deceaſed, the Moiety or one half party of the Stock, Eſtate and Gains, s the ſame did appear to be on the laſt preceding Account before the death of ſuch Copartner, in Wares, Goods and good Debts (the deſperate Debts belonging to the ſurviving Copartner, to make good what loſs or damage might happen or come to the Eſtate then accounted good as aforeaid) the ſaid Moiety or half part of the ſaid Stock, Eſtate and Gains to be paid to the Executors or Adminiſtrators of him ſo deceaſed, within the pace of 18 Months next after ſuch deceaſe, by hree equal payments, the firſt payment to be nade within ſix Months next after ſuch deceaſe, he ſecond payment to be made within 12 Months ext after ſuch deceaſe as aforeſaid; and the third nd laſt payment to be made at the end of the aid 18 Months after ſuch deceaſe, any uſage or uſtom of ſurvivorſhip to the contrary thereof in ny wiſe notwithſtanding: And it was further areed, That in caſe it ſhould happen that at the nd and expiration of the ſaid Copartnerſhip, the aid Copartners ſhould not be minded to continue he ſaid Copartnerſhip any longer time, which ccording to the courſe of time would end the oth of *September* 1677. That then in ſuch caſe he ſaid Copartnerſhip ſhould continue until the oth day of *December* 1677. and no loner, for diiding and diſpoſing of their Wares and Merchanizes, and ſtating and ſetling their Debts and Acounts. And this Reſpondent denies that it doth ny ways appear by any proof taken in the Cauſe, hat at the end of the ſaid five Years a partition vas intended to made, or the ſaid Partnerſhip diſolved; but on the contrary the ſaid Copartners were ſo far from breaking off their Partnerſhip,

that by a mutual conſent the ſaid Copartners did the 15*th* day of *January* 1677. enter in each to other ſeveral Bonds of the penalty of 10000 *l.* The Condition of which ſaid Bonds reciting that the ſaid five Years were expired; and that they had continued the ſaid Copartnerſhip, and agreed to continue the ſame until the 30*th* of *December* then next, under the ſame Conditions, Covenants and Agreements contained in the ſaid Indenture of Copartnerſhip. If therefore the ſaid Copartners ſhould continue the ſaid Covenants and Agreements, then this Obligation to be void.

And this Reſponder further ſaith, That the ſaid Copartners did continue on the ſaid Copartnerſhip under the Covenants and Agreements in the ſaid Indenture of Copartnerſhip, until the ſaid 30*th* of *December*, and afterwards.

And this Reſpondent ſaith, That on the firſt day of *January* 1678. the ſaid Copartners did according to the Covenants and Agreements contained in the ſaid Indentures of Copartnerſhip, make and ſtate an Account of the ſaid Copartnerſhip, by which Account it doth appear, and the ſaid Appellant hath acknowledged under his Hand and Seal, that this Reſpondents Teſtator had then in Stock, in good Debts, in Money and Wares to the value of 5529 *l.* 6 *s.* 7 *d.* And the ſaid Copartners being minded to continue on the ſaid Copartnerſhip under the ſame Agreement and Covenants, did on the 11*th* day of *January* 1678. again enter into new Bonds to each other, each of the penalty of 10000 *l.* The Condition of which ſaid Bonds reciting the ſaid Indenture, and laſt mentioned Bond: And further, That the ſaid Copartners had likewiſe agreed to continue the ſaid Copartnerſhip for a longer time; but by reaſon the Appellant was to go to *Briſtol* Fair, and the Articles of Copartnerſhip could not be made ready

dy to be executed before the ſaid Journey; If refore the ſaid Copartners ſhould continue and p their ſaid Copartnerſhip until the firſt of *rch* then next, under the Conditions and Co-nants in the ſaid Indentures of Copartnerſhip, n the ſaid Bonds to be void. And this Re-ndent denieth, that the ſaid Appellant did, ring the life-time of the ſaid *G. B.* the Copart-r, take any notice that any of the Debts in the laſt ſtated Account reckoned good Debts pro-bad Debts: And that thereupon it was agreed, new Articles of Partnerſhip ſhould be made, ereby each Party ſhould have profit and loſs a-e, or that the ſurviving Partner ſhould not be ercharged or make good to the Executors or miniſtrators of the deceaſed Partner's ſhare, as the ſaid former Articles was directed, or that ſuch Inſtructions were given, or ſuch Arti-s propoſed: And this Reſpondent ſaith, That ſaid Copartners did continue on the ſaid Trade Copartnerſhip under the Covenants and Agree-nts in the ſaid Indenture of Copartnerſhip un-the death of this Reſpondents Father the ſaid *B.* which hapned about the 29*th* of *January* 79. And it doth plainly appear, that the ſaid partners did this in order to continue the ſaid partnerſhip for a further term of five Years: nd this Reſpondent ſaith, that upon his Fathers ath the ſaid Appellant poſſeſſed himſelf of all e Eſtate, Stock, Wares, Debts, Goods and erchandizes, belonging to the ſaid Copartner-p, and took to himſelf the Apprentice of the d *G. B.* as by a Covenant in the ſaid Articles, e Survivor of the ſaid Partners were obliged to , and never offered to make any diviſion of e ſaid Eſtate, Stock, Wares, Debts and Mer-handizes, and hath ſold, received and diſpoſed them at his own pleaſure.

And this Reſpondent further ſaith, That he being the ſurviving Executor to his ſaid Father G. B. the deceaſed Partner, he did require of the ſaid Appellant to pay to this Reſpondent the Ballance of the ſaid laſt ſtated Account with Intereſt from the reſpective times the ſame ſhould have been paid, which he utterly refuſing to do, this Reſpondent was conſtrained to Exhibit his Bill in the Court of *Chancery*, to compel the Appellant to pay this Reſpondent the ſame: To which Bill the Appellant did put in his Anſwer, and Witneſſes were examined; and upon the *1ſt* of *May* 1689. the ſaid Cauſe came to be heard in the Court of *Chancery*: And it was Decreed, that the ſaid Account ſtated in 1678. ſhould ſtand as a ſtated Account; but that if there were any Monies brought into the ſaid Account as Money owing to the Partnerſhip, and which had been received by either Partner, it was referred to a Maſter of the ſaid Court to certifie the ſame ſpecially, and the Maſter was to certifie ſpecially what Errors or Miſcomputations he ſhould find in the ſaid Account; and to take an Account of what hath been paid; and it was Decreed the ſaid then Defendant now Appellant, ſhould pay Intereſt for the Monies in his Hands according to the Articles.

That the ſaid Appellant, then Defendant, being diſſatisfied with the ſaid Decree, did Petition the ſaid Commiſſioners and obtained an Order for the rehearing of the ſaid Cauſe, and the ſaid Cauſe came to be reheard the *14th* of *May* 1690. And it was ordered the Maſter ſhould proceed to take the Account in queſtion both ways (*viz.*) from the time in the Articles, and from the Teſtators death; in the taking of which both ways the Ballance of the Accounts in *January* 1678. was to be the riſe of the Account, and to compute

Intereſt

Intereſt from the reſpective times of Payment in the Articles; as alſo by carrying on the Account of the Trade, as if the Account ſtated had not been concluſive; and of all ſuch loſs as hapned in Trade within the Ballance of the ſtated Account: That the 21ſt of *February* 1690. the Maſter on hearing all ſides, certified there remained due to this Reſpondent 4585 *l.* 14 *s.* 9 *d.* In taking of which Account he had proceeded to take the ſame according to the directions of the Order of rehearing whereby the ſaid Account was to ſtand as a ſtated Account, in taking of which he allowed the then Defendant, now Appellant, all Sums ſworn paid by his Anſwer.

That the Maſter on, or about the 5th of *May*, 1690. made another Report, taking it as of the Trade and without Intereſt, by which Report (without Intereſt) which is 2300 and odd pounds there reſts but 1000 *l.* due to this Reſpondent.

That the then Defendant took Exceptions to the former Report, and the matter of both Reports; and the Exceptions coming on to be argued before the then Lord's Commiſſioners for the Cuſtody of the Great Seal of *England*, the 10th day of *December* laſt, their Lordſhips declared, that the Defendants continuing on the Trade after the laſt Account, and taking the whole into his Hands after the ſaid laſt Bond, was a carrying on the Trade on the Covenants in the ſaid Articles of Partnerſhip, and that thereby the force of the Articles were ſubſiſting after the death of B. and that therefore the Defendant D. ought to pay the Plaintiff the Money on the ſaid ſtated Account according to the ſaid Articles of Partnerſhip with Intereſt for the ſame at 5 *l. per Cent.* from the end of the ſaid three ſix Months mentioned in the ſaid Articles for the payment thereof, diſcounting from time to time what the Defendant had paid:

paid: And did Order and Decree the ſame accordingly; and with theſe directions it was Ordered and Decreed, that the ſaid two former Reports ſhould be ſet aſide, and that it ſhould be referred back to Sir *John Hoskins* Knight and Baronet, to whom the Account was formerly referred to take the Account, and ſee what was due to the Plaintiff for Principal and Intereſt, diſcounting only what had been ſince paid to the Defendant *D.*

That the ſaid Maſter having been attended by all perſons, did the 29*th* of *June* laſt make his Report according to the direction of the laſt mentioned Order, and thereby certifies, there doth remain due to this Reſpondent the Sum of 3853*l.* 16*s.* over and above all Payments made by the ſaid Appellant; which ſaid Report is by ſubſequent Orders of the ſaid Court of *Chancery* confirmed: And this Reſpondent further ſaith, That the ſaid Decree from which the ſaid Appellant hath appealed, is as this Reſpondent is adviſed, juſt and well warranted by the Rules of Equity; and therefore this Reſpondent hopes this moſt Honourable Houſe will find no cauſe to alter, but will confirm the ſame; and this Reſpondent humbly prays the ſaid Petition of Appeal which doth not truly nor fully ſtate the Fact as it appears by the Articles and Proofs, ſhall be diſmiſt with Exemplary Coſts.

Tho. Filmer.

Ma. G

Mr. G. B's Caſe.

J. D. *Appellant.* G. B. *ſurviving Executor of his Father* G. B. *Reſpondent.*

THAT the 20th of *September* 1672, the Appellant and G. B. deceaſed, entred into Indenture of Copartnerſhip for the carrying on the Trade of a whole-ſale Haberdaſher in *London* for five Years.

That in entring into ſuch Indentures, the Partners caſt up their Trade, and their ready Money and Goods appeared to be 4000 *l.* and their Debts reckned bad 1400 *l.*

That it was agreed either Partner ſhould have Intereſt for ſuch Money he ſhould lend the Stock.

That it was agreed they ſhould account once a Year in *December* or *January*; and the Debts reckned on ſuch accounting deſperate (in caſe any one of the Partners ſhould happen to die,) ſhould go to the ſurviving Partner to make good what loſs or damage might happen in any of the Debts then accounted good.

That it was agreed, that upon finiſhing of their laſt Account at the end of five Years, they ſhould divide their Stock.

That it was agreed, that in caſe either of the Partners ſhould happen to die before the expiration of five Years allotted for the Copartnerſhip, the ſurviving Copartner ſhould have the Stock, Eſtate, Wares, Goods and Debts then in Joint-trade; in conſideration of which he ſhould pay the Executors of the deceaſed Partner the moiety of the Stock, Eſtate and Gains as the ſame did appear to be upon the laſt precedent Account before the death of ſuch Partner; the deſperate Debts to go

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to the Survivor to make good what loſs or damage might happen to the Eſtate then accounted good, the ſame to be paid by three equal payments in three ſix Months; and the Survivor was to take upon him the care and education of the Apprentices.

And if the Partners ſhould not be minded to continue the Partnerſhip any longer, then they were to divide in three Months after.

That the five Years expired the *20th* of *September*, 1679. but the Partners continued on the Partnerſhip under the aforeſaid Agreement until the *15th* of *January* following, without any Writing between them.

That the *15th* of *January*, 1677. the Partners mutually entred into Bonds to each other of 10000 *l.* penalty, to continue the Partnerſhip under the ſame Covenants until the *30th* of *December* then next, being *December* 1678.

That the firſt of *January* 1678. the ſaid Partners did make up, ſtate and ſettle their Account, by which Account it appeared Mr. *B.* had then in Stock, Money and Wares in Partnerſhip 5529 *l.* 6 *s.*

That the Partners continued on the ſaid Trade under the ſaid Agreement, from the *30th* of *December* aforeſaid until the *11th* of *January* without any Writing; that on the *11th* of *January* 167[8] aforeſaid, the Partners again entred into new Bonds of like penalty to continue on the Partnerſhip until the firſt of *March* following.

That from the firſt of *March* until the *21th* of *June* following (at which time Mr. *B.* died) the Partners continued on the ſaid Partnerſhip under the ſaid Covenants.

That after Mr. *B*'s death the Appellant poſſeſſed all the Eſtate, Wares, Goods and Merchandize in Partnerſhip, and took the Apprentices, and

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made no diviſion of the Stock and Goods, and diſpoſed thereof at his pleaſure.

That Mr. *B.* as ſurviving Executor of his Father, brought his Bill in *Chancery* againſt the Appellant, to have payment of the 5529 *l.* due on the Ballance of the laſt ſtated Account in *January* 1678. with Intereſt from the reſpective times the ſame was to be paid by the Indenture of Copartnerſhip.

The Appellant by his Anſwer inſiſted, that the five Years in the Articles being expired before the death of Mr. *B.* he was not obliged by the Covenants, and would have Mr. *B.* take an Account of the Trade, which is impoſſible to be done in regard no diviſion of the Goods was made.

The Cauſe after ſeveral Hearings and Debatings in the Court of *Chancery*, the 16*th* of *December* 1691. received a full Hearing, and the Court declared that,

The Maſter after the 29*th* of *January* laſt, after ſeveral attendencies on both ſides, made his Report, and thereby certifies 3853 *l.* 16 *s.* to be due to Mr. *B.* over and above all payments made by the Appellant; and this Report is confirmed.

From this Decree the Appellant Appeals, and ſaith, That the Partnerſhip was determined before the death of Mr. *B.* and that he ought not to be obliged by the Covenants to pay the Ballance of the laſt Account.

Bills General.

Complainant takes out Adminiſtration to his Grandfather and Grandmother, after he and his Brothers and Siſters attain their full Ages, and Exhibits this Bill againſt the Adminiſtrators in Truſt durante minori Ætate, *to compel them to Diſcover and Account.*

TO, &c. Complaining, &c. ſhewing, &c. your Orator B. T. &c. Adminiſtrator of the Goods, Chattels and Perſonal Eſtate of Sir T. J. late of A. in the County of S. Kt. and alſo of Dame P. T. Widow and Relict of the ſaid Sir J. T. both deceaſed, your Orator's Grandfather and Grandmother, That the ſaid J. T. and Dame P. T. being in their reſpective life times, and at the times of their ſeveral deaths poſſeſſed of a great Perſonal Eſtate, conſiſting in ready Money, Rings, Jewels, Plate, Bedding, Linnen, Woollen, Hangings, Houſholdſtuff, Bills, Bonds, Judgments, Statutes, Recognizances, Mortgages and other Securities for Money, amounting to a very great value; and particularly the ſaid Sir J. T. was poſſeſſed of one Bond or Obligation entred into to him the ſaid Sir J. W. late of S. in the County of K. Kt. deceaſed, of the penalty of 2000 *l.* or other great penalty conditioned for the payment of a 1000 *l.* and Intereſt within ſome ſhort time after the Marriage of T. W. Eſq; eldeſt Son and Heir of the ſaid Sir T. W. or on the death of Sir T. W. which ſhould firſt happen, being part of the Marriage Portion which Sir T. W. had agreed to give Sir J. T. upon the Marriage of R. T. his eldeſt Son, and K. Daughter of Sir T. W. And alſo of, and in another Bond, or other Securi-

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rities entred into to the ſaid Sir J. T. on, or about the day of by T. B. late of *Weſtminſter* in the County of *Middleſex* Eſq; deceaſed, of the penalty of 6000 *l.* for the payment of 3000 *l.* and Intereſt within ſome ſhort time after. As by the ſaid Bonds with the Conditions thereof, had your Orator the ſame to produce, would more fully and at large appear, and to which your Orator for more certainty refers: And your Orator further ſheweth, That the Dean and Chapter of the Cathedral and Metropolitical Church of *Canterbury*, did by their Indenture of Leaſe, under their Common Seal, bearing date about the 29*th* day of *May*, in the ſixteenth Year of the late King *James*, over *England*, *&c.* for themſelves and their Succeſſors Demiſe and Grant unto the ſaid Sir J. T. his Executors and Adminiſtrators, All that Parſonage of *B.* in the County of S. with all Houſes, Buildings, Lands, Edifices, Tythes, Oblations and all other Commodities, with the Appurtenances thereunto belonging, or any wiſe appertaining, being of the yearly value of 300 *l.* in as large and ample manner as any other Farmer thereof had held and enjoyed the ſame, To hold the ſame under a ſmall yearly Rent, for and during the lives of H. T. F. T. your Orator's Father, and R. T. Sons of the ſaid Sir J. T. and the life of the longeſt liver of them, as by the ſaid Indenture of Leaſe, wherein are contained divers Grants, Reſervations, Conditions, and Agreements, had your Orator the ſame to produce, relation being thereunto had, it would more fully and at large appear: By virtue whereof the ſaid Sir J. T. entred upon and enjoyed the ſaid Parſonage during his Life. And your Orator further ſheweth, That the ſaid Dame P. having at the requeſt of Sir T. J. joyned in a Fine or Conveyance of certain Lands ſetled upon her for

Joynture, or whereunto ſhe was entitled to have her Dower, the ſaid Sir J. T. intending to recompence the ſaid Dame P. therein, or for other good and valuable Conſiderations did by Indenture of Aſſignment bearing date Aſſign and Transfer the remainder of the Term in the Original Leaſe to him granted, during the Lives aforeſaid, unto the ſaid Dame *P.* her Executors and Adminiſtrators, or ſome Perſons in truſt for her and her Executors and Adminiſtrators, or otherwiſe diſpoſe of the ſame; ſo that ſhe the ſaid Dame *P.* her Executors and Adminiſtrators might after his death have and receive the whole benefit thereof, as alſo the right of renewing and diſpoſing thereof as ſhe pleaſed. And your Orator further ſheweth, That the ſaid Sir J. T. dying in or about the Year 1650. ſhe the ſaid Dame P. or the Truſtees on her behalf, entred on the ſaid Parſonage of B. and held and enjoyed the ſame, and received the Rents and Profits thereof during her Life. And your Orator further ſheweth, That the ſaid F. T. your Orator's Father, having been a great ſufferer in the times of Uſurpation, as being Chaplain in Ordinary to his late Majeſty, King *Charles* the Firſt, of ever bleſſed Memory, and dying under Impriſonment, leaving your Orator and ſeveral other Children Infants; the ſaid Dame P. conſidering of the Condition of your Orator's Mother, and of your Orator's Brothers and Siſters, did reſolve to ſettle the ſaid Leaſe, and benefit of renewing thereof; ſo that the ſame or part of the profits might come to your Orator's ſaid Mother, and your Orator and his Brothers and Siſters after her deceaſe: And in order thereunto one R.O. of D. in the County of H. Eſq; having married D. Daughter of Sir J. T. who being well affected to the late Rebellious Government, or at leaſt ſo as he avoided Sequeſtration, ſhe the

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ſaid Dame P. repoſing great Truſt and Confidence in him the ſaid R. O. did deſire his aſſiſtance in protecting of the ſaid Eſtate for the benefit of your Orator's ſaid Mother and her Children, who then lived remote from her Relations in the *North* of *England*, which the ſaid O. undertook accordingly; and thereupon the ſaid Dame P. did not only deliver unto the ſaid R. O. all, or the greateſt part of the Perſonal Eſtate aforeſaid, but alſo the Leaſe of B. Parſonage, for him to receive the Rents and Profits thereof, paying the Rent thereout reſerved, and to return the overplus of the Rent to your Orator's Mother; and in caſe his Majeſty ſhould be reſtored to his Kingdom and Regal Government, then to renew the ſaid Leaſe in Truſt for your Orator's Mother and Children: And ſoon after the death of Sir J. T. Dame P. died inteſtate, leaving the ſaid R.O. intruſted as aforeſaid. And your Orator further ſheweth, That immediately after the death of Sir J.T. and Dame P. a Combination and Confederacy was entred into by, and between the ſaid R. O. and K. the Relict of H.T. and with other Perſons hereafter named; and the ſaid R. O. did propoſe to the ſaid H. P. who was a Shopkeeper in C. in the County of *S.* not then reſponſible for what he ſhould be intruſted with, to take out Letters of Adminiſtration of the ſaid Sir J. T's Eſtate in Truſt for the Grandchildren of the ſaid Sir J. T. which the ſaid *P.* did undertake and do accordingly in hopes to get his debt diſcharged thereby, which he owed to Sir J. T. at the time of his death, and to ſwallow up all, or the moſt part of the Perſonal Eſtate of the ſaid Sir J. T. or at leaſt to have an equal, or ſome part or ſhare with the ſaid O. and the reſt of the Confederates; and by vertue of ſuch Adminiſtration, or otherwiſe, he the ſaid P. and O. and other the Confederates poſſeſſed him and themſelves

of all the Goods and Chattels, Rights and Credits of the ſaid Sir J. T. and Dame P. during the minority of your Orator, and the reſt of the Grandchildren of the ſaid Sir J. T. which being an Adminiſtration *durante minori Ætate*, is ſince revoked, and new Adminiſtration granted to your Orator B. T. of the ſaid Eſtates of the ſaid Sir J. and Dame P. T. by vertue whereof he is well entituled to all and ſingular the Perſonal Eſtates of the ſaid Sir J. and Dame P. T. which they died poſſeſſed of and intereſted in, and ought to have an account of the ſame; and the ſaid R. O. notwithſtanding the Truſt repoſed in him by the ſaid Dame P. as aforeſaid, immediately after her death did privately endeavour to procure Adminiſtration of her Eſtate to be granted to himſelf in his own right, but being diſcovered by ſome Relation of the ſaid Sir J. T. he then pretended he was a Creditor; but not being able to make out any thing due to him, the Prerogative Court after great controverſie and conteſts, refuſed to continue his Adminiſtration, but repealed the ſame although he much contended for it; whereupon being informed that he was to make reſtitution of all the Eſtate of the ſaid Dame P. he took Adminiſtration during the minority of your Orator and the reſt of his Brothers and Siſters, by vertue of the aforeſaid Adminiſtration, or otherwiſe, as by the proceedings in the Prerogative Court, to which your Orator for more certainty refers himſelf may appear, but never ſo much as mentioned one word thereof to your Orator, notwithſtanding your Orator hath been very well known to him about fourteen Years, and was very deſirous the matter in queſtion might have been accommodated in a friendly manner. And your Orator further ſheweth, That the ſaid O. and P. having gotten ſuch ſeveral Adminiſtrations as aforeſaid, and poſſeſſed

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themſelves of the ſaid ſeveral Eſtates, they then by Combination and Confederacy, with the other perſons hereafter named, went hand in hand in all the procedings relating thereunto, or to the recovering or diſcharging of any Debts due or owing to the ſaid ſeveral Eſtates. And your Orator further ſheweth, That the ſaid P. having by vertue of his Adminiſtration by the means of O. as aforeſaid, or otherwiſe, ſued the ſaid Sir T. W's Bond, and obtained a Judgment thereupon for above 2500 *l.* together with Coſts; and the ſaid Sir T.W. having about the year of our Lord 1659. ſold an Eſtate of his the ſaid Sir T. W. called S. in the County of K. to one Sir J. B. Knight, for which he was to pay 1200 *l.* And the ſaid Sir J. B. being informed of the ſaid Judgment, that the ſaid P. as Adminiſtrator to the ſaid Sir J. T. had obtained upon the ſaid Eſtate; Sir J. B. inſiſting to have, and accordingly kept ſo much of the Purchaſe-money as would diſcharge, or at leaſt indempnifie him againſt the aforeſaid Judgment, until the Extent ſhould be taken off; and what was due thereupon ſhould be paid and ſatisfied, which the ſaid Sir T. W. afterwards from time to time promiſed to do and to procure the ſaid P. to diſcharge, and ſatisfaction acknowledge; but P. and O. conteſting between themſelves who ſhould have the Money, each pretending a right thereunto, or to ſome part thereof: It being then anſwered, that the ſaid P. who was at that time very poor, had aſſigned the ſaid Judgment, and the Money due thereon to one T. W. or to ſome other perſon well known to the Confederates, or ſome of them, either abſolutely or for ſecuring ſome great ſum of Money owing by the ſaid P. ſo that by thoſe or ſuch like, or ſome other means the ſaid Money due upon the ſaid Judgment, upon the ſaid Bond continued in the hands of the ſaid Sir J. B. for ſome

time, who would not pay the ſame until the ſeveral pretences were accommodated and ſetled, and in truth at laſt he began to queſtion the Title of the ſaid P. and O. and underſtanding that P. was only an Adminiſtrator *durante minori Ætate*, and ſet up by O. ſo that it was dubious whether they could diſcharge a real Debt, he did then refuſe to pay the ſame; and the ſaid T. W. did refuſe to allow the whole Debt out of the Purchaſe-money, but inſiſted to have, and accordingly had ſome conſiderable part thereof left in their, or ſome other perſons hands to be ſecured from any damage they might ſuſtain; and thereupon there was an agreement made between the ſaid P. and O. Sir J. B. T. W. and other the Confederates, to ſhare and divide the Money due upon the ſaid Bond of Sir T. W. of and from the ſame; and the ſaid P. and O. diſcharged the Eſtate of the ſaid T. W. of and upon receipt of Monies due upon the Bond of T. B. of the penalty of 6000 *l.* for payment of 3000 *l.* and Intereſt unto the ſaid Sir J. T. did diſcharge the ſame, or take other ſecurity, and alſo diſcharged ſeveral other Debts belonging to the Eſtate of the ſaid Sir J. T. and the ſaid Money received on the ſaid Extent, and the reſt of the Perſonal Eſtates of the ſaid Sir J. T. and Dame P. were ſhared and divided amongſt the ſaid Confederates, and they ſeverally ought to account for the ſame; but the ſaid Sir J. B. and T. W. pretend, that what Money was left in their hands they have expended by reaſon of the differences ariſing touching the ſame, and the ſaid R. O. pretends that what he receivd out of the Monies recovered of Sir T. W. was but 400 *l.* 200 *l.* whereof was for Money he pretends he lent the ſaid H. T. and at other times pretends that it was part of his Wives Portions due to him from the ſaid H. T. and that the other 200 *l.* was for Intereſt and

Charge

Charges which he paid for P. his ſuing of the ſaid Bond of 2000 *l.* and recovering of the ſaid Money, which ſaid Bond he ſometimes alledgeth was aſſigned over by Sir J. T. to his late Wife two Years before he married, for the ſecuring of a 1000 *l.* Portion, which was agreed to be given her in Marriage, and then delivered to her, whereas in truth there was no ſuch proviſion or agreement made, nor could ſo be, he the ſaid R. O. marrying without the conſent of the ſaid Sir R. T. and Dame P. And if any ſuch Letter of Attorney or Aſſignment of the ſaid Bond was made, it was made in truſt, and to protect the ſame from ſequeſtration, being about the time of the late unhappy Troubles, and not for any real Conſideration, or at leaſt to be added or diminiſhed as they thought fit, as the ſaid R. O. well knows, and hath often declared in manifeſtation thereof; and that the ſaid R. O. did Marry without ſuch Conſent, your Orator ſheweth, that after ſuch Intermarriage by great importunity the ſaid Sir J. T. upon promiſe and agreement with the ſaid R. O. that if the ſaid R. O. would ſettle on the ſaid D. his Wife, and her Iſſue 200 *l. per Annum*, or ſome Eſtate of ſome ſuch value, he did condeſcend to give her 800 *l.* and no more; but the ſaid Sir J. T. afterwards perceiving that the ſaid R. O. could ſettle on her no Eſtate of Inheritance, and that in caſe he had 800 *l.* that, or the greateſt part thereof muſt go towards the purchaſing of her Life as a Joynture in an Eſtate of about 200 *l. per Annum*, wherein the ſaid R. O. pretended he had a ſhort Term; and if he had any other Eſtate, it was very ſmall, and his Term almoſt expired, and therefore did refuſe for ſome time to give him the 800 *l.* but afterwards did pay the ſame, which ſaid 800 *l.* the ſaid R. O. accepted as her Portion, and received it from Sir P. T. who had a far greater ſum then

in his hands of Sir J. T. being the Purchaſe-money of *A.* which he had ſold to the ſaid Sir P. T. ſo that if the ſaid R. O. had been to have had the 1000 *l.* or any more than the 800 *l.* the ſaid R. T. might alſo have ordered payment thereof, if ſo much had been intended for her Portion to him: But your Orator avers, that the ſaid R. O. was not to have any more than the 800 *l.* and ſo much he received, and gave a diſcharge for; and the ſaid R. O. did, or ought thereupon to have reaſſigned over the ſaid Bond to the ſaid Sir J. T. his Executors and Adminiſtrators, or whom he ſhould appoint. And your Orator further ſheweth, That the whole Money due upon the ſaid Judgment or Extent was levied, or elſe the reſidue is ſtill in the hands of the ſaid Sir J. B. H. P. T. W. and the reſt of the Confederates; and they in whoſe hands the ſame is, are ſeverally liable, and ought in juſtice to pay and ſatisfie unto your Orator the whole Money that was due for Principal and Intereſt at the time of the Extent, with what Intereſt and Coſts accrewed ſince thereby, the rather for that the ſaid Sir J. B. and T. W. took notice of the Title which was only as an Adminiſtrator *durante minori Ætate*; and the ſaid P. and W. is, and ought to ſtand charged with all other the Debts and Perſonal Eſtate of the ſaid Sir J. T. and Dame P. T. whereof they deſigning to defraud your Orator, have not to this day exhibited any Inventory, which they ought to have done, or if they have, the ſame is very imperfect and full of omiſſions and undervalutions. And your Orator further ſheweth, That the ſaid Sir P. T. pretending that the ſaid Sir J. T. and his Son *H.* could not make out any good Title to the Eſtate called *A.* for that the ſaid Eſtate was upon the ſaid Sir J. T. his Intermarriage to the ſaid Dame R. who was the Daughter of Sir W. L. ſetled on the Iſſue of

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he ſaid Sir J. T. and Dame P. whereupon the ſaid ir P. T. inſiſted to have, and accordingly had eſt in hands ſome of the Purchaſe-money to in-empnifie him againſt Incumbrances or any Suits hat ſhould be brought againſt him by any Iſſue f the ſaid Sir J. T. and Dame P. and albeit he was ever yet damnified one Penny, yet he hath ot to this day paid the ſame, or any part there-f; or if he hath paid the ſame, it was to ſuch erſon or Perſons who had no power to receive he ſame, or to diſcharge him for the payment hereof: And the ſaid Sir P. T. hath alſo got into is cuſtody a Deed of Gift, and an Inventory of ir J. T. his Perſonal Eſtate, and ſeveral other Deeds nd Specialties for Money, pretending the ſame o be alſo as well as the Money in his hands a ſe-urity for his quiet enjoyment of the ſaid Eſtate; nd the ſaid Sir P. T. alſo ſometimes pretends hat he hath paid much more Money than in rea-ity he hath, and that he hath paid ſome Debts of he ſaid Sir J. T. and other Debts which he under-ook to pay are not yet ſatisfied, when in truth here were very few Debts paid by the ſaid Sir P. T. as your Orator hath been credibly informed: And your Orator having deſired an Account from he ſaid Sir P. T. of the Monies aforeſaid, yet he efuſeth ſo to do, and pretends that P. hath given im a Releaſe. And your Orator further ſheweth, hat the ſaid R. O. by vertue of his Adminiſtrati-n, having poſſeſſed himſelf of the ſaid Leaſe, nd all the Perſonal Eſtate of the ſaid Dame P. nd thereby, by what he hath got by confedera-ing with the ſaid H. P. Adminiſtrator to Sir J. P. nd other Perſons aforeſaid, raiſed great ſums of Money, the ſaid R. O. upon his Majeſties moſt appy Reſturation, having the ſaid Leaſe by him aforeſaid, and being informed that his now Ma-ſty out of his great Clemency and Kindneſs to

all ſuch, and the Relations of ſuch as had been ſufferers for his late Father of Bleſſed Memory, had ordered and directed, and there were Commiſſioners of the Nobility appointed, and did ſit in the Star-chamber for that purpoſe; and that partilar care ſhould be taken, that they ſhould have their juſt Rights and Claims preſerved to them, and in particular wherein they or their Children ſhould be concerned or any ways intereſted in the renewing or taking any Leaſes that were held formerly of the Church, although the time might be before expired, that ſuch Sufferers or their Children, or any other on their behalf or truſt, or otherwiſe might have the benefit and advantage of renewing all ſuch Leaſes wherein they or their Anceſtors ſhould be concerned; or that if any other Perſon did in their Infancy, or when beyond the Seas renew any ſuch Leaſe, the Children of thoſe who had been Sufferers for his ſaid late Majeſty, repaying the Perſon the Money paid for the Fine, ſhould have the benefit thereof, or to the like effect; whereupon the ſaid O. made his application to the Dean and Chapter of *Canterbury*, for, and on the behalfs of your Orator and his Brothers and Siſters, for whom he was intruſted, and produced the ſaid old Leaſes, and made known to them his Adminiſtration, and the Truſt for your Orator, and ſome of his Brothers and Siſters, and the great ſufferings your Orator's ſaid Father had endured for his Loyalty by reaſon of the late Rebellion, and the diſabilities in Eſtate, his Widow and your Orator and his Brothers and Siſters were by that means brought to; and that your Orator's Father was one of the Church, and Chaplain to his ſaid late Majeſty as aforeſaid, and therefore earneſtly importuned them to ſet a moderate Fine on the ſaid Parſonage, that they might have the benefit thereof, in renewing the ſaid Leaſe upon

upon due conſideration whereof made by him unto the ſaid Dean and Chapter, to whom, or moſt of them your Orator's Father was well known, the ſaid R. O. obtained a Leaſe from them of the ſaid Parſonage of O. to be made to him for three Lives at an eaſie and moderate Fine and Rent, in truſt for your Orator as aforeſaid: And by vertue thereof the ſaid R. O. hath continued the Poſſeſſion, received the Profits, and held and enjoyed the Parſonage to this day, being of the value of 300 *l. per Annum.* And your Orator well hoped that now your Oraror and the reſt of his Brothers and Siſters being of Age alſo, and having releaſed all their Right and Title in Law and Equity thereunto to your Orator, being come of Age, and having taken out Letters of Adminiſtration to the ſaid Sir J. and Dame P. T. the ſaid R. O. ſhould not only come to an account, and pay what he had received by, of, and upon the Account, and out of the Perſonal Eſtate of the ſaid Sir J. and Dame P. T. and to have reſtored unto your Orator what remained in ſpecie, and alſo to have accounted for the overplus of the Rents and Profits of B. Parſonage as aforeſaid, during the late Uſurping Powers, but alſo ſince deducting to himſelf the Fine and Charges of renewing, and to have conveyed or aſſigned his Intereſt in the ſaid Leaſe to your Orator, according to the direction or intention of his ſaid Majeſty, and the Truſt repoſed in him as aforeſaid, more eſpecially for that your Orator hath many times in a fair and friendly manner offered upon the ſaid R. O. his coming to an Account, to pay him his Principal and Intereſt, and what ſhould remain due to him upon Account, and for what reaſonable Coſts he had been at, in and about the procuring and renewing of the Leaſe of the ſaid Premiſſes: But the ſaid R. O. combining and confederating with

the

the ſaid Dean and Chapter to defeat your Orator of the ſaid Eſtate, they have permitted him ſeveral times ſince to renew the Leaſe of B. Parſonage aforeſaid, pretending they knew nothing of your Orator's Title thereunto; and the ſaid R.O. and the reſt of the Confederates have waſted, conſumed or converted all the perſonal Eſtate of the ſaid Sir J.T. and Dame P.T. to their own uſes, or ſome other Perſon or Perſons, or ſome of their privity or knowledge, and ſold ſome Debts due by Bond or Judgment, and compounding others at a low rate; and have alſo ſold at low and inconſiderable Rate a great part of the Goods and Houſholdſtuff of the ſaid Sir J. and Dame P.T. and if the ſaid H. P. and R. O. did not poſſeſs themſelves of the whole perſonal Eſtate of the ſaid Sir J. and Dame P. T. and improved it to the beſt advantage, they might have done it, for that they were Adminiſtrators *durante minori Ætate*, and Truſtees for others, and ought to be accountable for the ſame, and ought not to have diſcharged any Debt for leſs than what was really due thereon, but ought to account for the full Debt due to the Eſtate of the ſaid Sir J. and Dame P. T. and alſo for the full value of the whole perſonal Eſtate of the ſaid Sir J. and Dame P. T. and in Truth there was no reaſon for the compounding or taking leſs for any Debt whatſoever, eſpecially that of Sir T. W. which was ſecured by a Judgment and Extent upon an Eſtate of 7 or 800 *l. per Annum*. All which doings of the ſaid Confederates are contrary to Juſtice and Equity: In tender conſideration whereof; and for as much as your Orator's Witneſſes which could prove all the matters and things to be true, are dead or in remote parts unknown to your Orator; nor hath your Orator any relief, but in this Honourable Court before your Lordſhips, where matters of this nature

re are properly relievable and to be diſcovered. o the end theforefore that the ſaid Confederates, d every of them may true and perfect Anſwer ake to all and ſingular the Premiſſes, and in par- ular may ſet forth how much of the ſaid Eſtate the ſaid Sir J. and Dame P. his Widow and Re- t came to the poſſeſſion of them, or any of em, or any perſon or perſons to the privity or owledge of them, and how the ſame was di- oſed of, if not in the manner as aforeſaid, and hat became thereof, and of every part and par- l thereof; and alſo that the ſaid Sir R. O. and P. may ſet forth what induced them to take out dminiſtration to the ſaid Sir J. and Dame P. and whoſe inſtance and requeſt did the ſaid P. do e ſame, and what ſecurity had he, or was in- nded to be given him, and by whom and what, d to whom did he give Authority to ſue by rtue of Adminiſtration; and why did not the d O. take out Adminiſtration to the ſaid Sir J. if he were a Creditor, and why he ſhould rſwade P. to take out Letters of Adminiſtration the ſaid Sir J. or did P. pretend any Debt to be e to him from the ſaid Sir J. P. and how much, d whether did not the ſaid Dame P. at any time ke a Will or Declaration of her Intentions to poſe of her Eſtate ſhe ſhould leave when ſhe d, and whether there were not ſome diſcourſe the purpoſe and effect before ſet forth, or to t other purpoſe and effect, or to whom did mention or declare her Intentions to be, to e or diſpoſe of her Eſtate at the time of death, or any other time, when, where, d for what reaſon did he take out Adminiſtra- to the ſaid Dame P. and who oppoſed him ein, and for what cauſe or reaſon, and whether did make appear any Debt to be due to him from Dame P. T. and how much, and for what,

what, and why had not Administration bee
granted to him, as Creditor to the said Dam
P. and for what cause and reason was grante
to him during the minority of your Orator
and what Money did he expend in and abo
contending for the said Administration, an
how long was the same in agitation, or what u
or benefit did he make thereof, and what part
the said Dame P's. Estate did he possess himse
of before the Administration, and how much a
ter, and at what particular time doth he preten
the said Lease, or any other thing, or what wa
given him then, or at any other time; and wh
he had not acquainted your Orator with the A
ministration during this twelve or fourteen Yea
that he hath been acquainted with him, and wit
the renewing of the aforesaid Lease, or of th
transactions aforesaid: And that the said R. C
and the said Dean and Chapter may set forth whe
ther he did produce or mention the aforesaid Ad
ministration taken by him, to the Dean and Chap
ter, or any other, and to whom at his time o
taking a Lease of them of B. Parsonage aforesai
or produced or acquainted them or any, an
which of them or any other and whom, of h
having the old Lease, and upon what account ha
he the same, and what did they ask him for
Fine, and how much did he give, and how man
Lives, and whom were the same; and that all th
said Confederates may discover how much of th
Money levied upon the Judgment or Extent afor
said, obtained upon the said Sir *T. W.* his Bon
they or any of them had, or any other Person
their privity, and which of them did cause th
same to be put in suit or prosecution, and b
whom, and who occasioned the releasing of th
same; and that they may give a true and perfe
Account, and annex a Schedule or Particular

l and every part and parcel of Sir J. and Dame . T's Perſonal Eſtate, that in their life-time, or nce came to the poſſeſſion of the ſaid Confe- erates, or any of them, or any other, to their rivity or knowledge, and was then, or is now *ſpecie*; and that all the ſaid Confederates may true and perfect anſwer make to all and every he Matters and Charges ſet forth, and that your rator may be relieved therein according to E- uity and Juſtice. May it pleaſe your Lordſhip, he Premiſſes conſidered, to grant unto your O- tor one or more of his Majeſty's Writ or Writs *Subpœna*, &c.

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Bills of Account and Diſcovery.

An Heir Exhibits his Bill to call Truſtees to Acco for Receits and Diſburſements relating to a truſt certain Lands, leaſed by his Father in truſt, for long Term, to raiſe younger Children's Portions; pra ing a diſcovery of his Title, delivery of the Deed poſſeſſion of the Premiſſes.

To the Right Honourable Sir *John Somers* K Lord Keeper of the Great Seal of *England*.

1. HUmbly Complaining, ſheweth unto yo Lordſhip, your Orator W. H. of *L don*, Gent. That J. H. your Orator Father was in his life-time ſeized in Fee-tail him and the Heirs of his Body, of certain Lan Tenements and Hereditaments in S. B. and el where in the Pariſh of H. in the County of W. the yearly value of 200 *l.* and upwards. Or t ſaid J. was ſeized therein for Life, the remaind to your Orator and his Heirs, or was ſeized the in of ſome bounded or limited Eſtate, where he was diſabled from diſpoſing of or charging t ſame for any longer term than his own Life. A that the ſaid J. H. being ſeized as aforeſaid, on or about the 28*th* day of *January*, in the Ye of our Lord 1687. by great importunities and ve indirect means, prevailed with by J. W. D. B. a and W. C. for to execute to them a Deed of D miſe of the Premiſſes for a term of 500 Years, ſome other long term of years yet to come, truſt for raiſing 500 *l.* apiece for E. and H. t younger Children of the ſaid J. payable to th at their reſpective Ages of twenty one Years, t the ſame W. B. and C. at the ſame time very w kn

knew that the ſaid Lands and Premiſſes were by ſeveral Deeds and Conveyances ſo ſetled, as that your Orator's ſaid Father had no power by Law for to make any ſuch ſaid Leaſe, but that the ſame muſt be determinable on the death of the ſaid J. And your Orator further ſheweth, That his ſaid Father ſoon after the executing of the ſaid Leaſe departed this Life, leaving iſſue R. his eldeſt Son, your Orator his ſecond Son, and the aforeſaid E. H. and that your Orator at the time of his ſaid Father's death was an Infant of very tender years, and that ſoon after his ſaid Father's deceaſe, the ſaid R. your Orator's eldeſt Brother died, your Orator then being Heir at Law, both to his ſaid Brother and Father, and the ſole and undoubted right to the Premiſſes was then veſted in your Orator And your Orator likewiſe further ſheweth, That immediately after the making of the ſaid Leaſe as aforeſaid, the ſaid W. and B. entred upon the Premiſſes, and received the Rents and Profits thereof, as well the Arrears due before the making the ſaid Leaſe, as the growing Rents, the aforeſaid C. dying ſoon after the making the ſaid Leaſe; and that on or about the firſt day of *February*, in the Year of our Lord 1688. the ſaid D. B. aſſigned and transferred his Intereſt in the ſaid Truſt-Leaſe to one *R. F.* a Perſon indigent and ir-reſponſible, for the conſideration of 20 *l.* ſterling or thereabouts, paid to him the ſaid B. by the ſaid F. though the ſaid B. did then know the ſaid F. to be a Perſon poor and inſolvent. And your Orator further ſheweth, That preſently after the ſaid Aſſignment, and ever ſince, the ſaid R. F. and J. W. have received the whole Rents and Profits of the Premiſſes, as well the Arrears of Rent due before that time, as the growing Rents ſince; and that the ſaid F. and W. under colour of being Truſtees of the Premiſſes as afore-

aforeſaid, did pretend and take upon themſelves to be Guardians to your Orator, and the ſaid E. and H. And under that pretence did aſſume to themſelves the education, diſpoſal and government of your Orator, and his Brother and Siſter; and on or about the 10*th* day of *May*, in the Year of our Lord 1690. did give or beſtow the ſaid E. in Marriage to J.W. Son of the aforeſaid J.W. one of the Truſtees, though the ſaid J. W. the Son was a Man of no Subſtance or Fortune in the World. And your Orator further ſheweth, That after the ſaid intermarriage between the ſaid E. H. and J.W. *junior*, the aforeſaid J.W. the elder and R. F. did contrive to raiſe 500 *l.* for the ſaid J. W. *junior*, by charging the ſame on your Orator's Eſtate: And for that end and purpoſe, in or about *Hillary* Term 1691. did procure a Bill to be exhibited in this Honourable Court, in the name of the ſaid J.W. *junior*, and the ſaid E. his Wife, and the ſaid H.H. then an Infant, againſt your Orator then an Infant; and the ſaid J. W. the elder and R. F. appeared both for themſelves, and alſo for your Orator as his Guardian, and anſwered accordingly; and by their conſent and colluſion upon Bill and Anſwer only (neither your Orator, nor any Perſon on his behalf then attending, or making any defence) a Decree was obtained, that the ſaid J. W. the elder and R. F. ſhould receive as well the Arrears of Rent, as the growing Rents and Profits of the Premiſſes, and ſhould educate and provide for your Orator and his Brother H. as Sir *Lacon William Child* ſhould approve of, and apply the reſidue of the Rents and Profits towards the payment of the 500 *l.* due to the ſaid E. at her day of Marriage, with Intereſt for the ſame after the rate of 6 *l. per Annum* for each 100 *l.* together with the Coſts of that Suit to be taxed by the ſaid Maſter; and that the ſame might be the

more

more ſpeedily raiſed, the ſaid J. W. the elder and R. F. as ſoon as conveniently they could, ſhould raiſe Money by Demiſing, Selling, Letting or Mortgaging the Premiſſes, or any part thereof to ſuch Perſon or Perſons for ſuch part of the ſaid Term of 500 Years, as the ſaid Maſter ſhould approve of, and ſhould pay the ſame to the ſaid J. W. the younger and *Elizabeth* his Wife, and when the ſaid H. H. ſhould come to 21 Years, the ſaid J. W. the elder and R. F. were to raiſe and pay to him 500 *l.* out of the Profits of the ſaid Eſtate, or by Leaſing or Mortgaging the ſame, and to have all juſt allowances of Money by them, or either of them expended or to be expended, in Relation to the ſaid truſt. And your Orator further ſheweth, That the ſaid J. W. the elder, R. F. J. W. the younger and E. his Wife, or ſome of them before the exhibiting the ſaid Bill, very well knew that your Orator's Father was barely Tenant in Tail, or for Life at the time of executing the aforeſaid Truſt-Leaſe, and had no Power or Right to make the ſaid Leaſe, or any other ways to charge the ſaid Premiſſes after the determination of his own Life: And they or ſome of them before the exhibiting of the ſaid Bill, had in their Hands, Cuſtody, Poſſeſſion or Power, all the Deeds and Writings relating to or concerning the ſaid Premiſſes, particularly the Deed or Deeds, Writing or Writings, whereby it did plainly and evidently appear that your Orator's ſaid Father was barely Tenant in Tail, or for Life; and they read, Peruſed and Adviſed upon the ſame, and were knowing of or privy to the Contents thereof; and they likewiſe very well knew, that the aforeſaid Truſt-Leaſe made by your Orator's ſaid Father, as aforeſaid, did not impower the ſaid 500 *l.* for the portion of the ſaid E. to be raiſed by Mortgage, but only by perception of profits, and

yet they evilly and designedly concealed all the a-
foresaid matters from this Court. And your O-
rator also sheweth, That the said J. W. the elde
and R. F. did procure a Report ex *parte* (and with-
out any proof) from the said Master, that they
should be allowed the sum of 40 *l. per Annum*, fo
the maintenance and education of your Orato
and 20 *l. per Annum*, for the maintenance a
education of his Brother H. out of the Rents a
Profits of the Premisses, and the sum of 37 *l.* 3
4 *d.* for Costs of the said Suit, by which Repo
the said Master did further certifie that the sa
R. F. had disbursed for your Orator for his mai
tenance and education, and in Money expend
in that and other Suits, with Monies paid by t
said R. F. to the aforesaid D. B. upon the Assig
ment of his Trust, and for divers Journeys in
the Country from the 23 *Nov.* 1687. several sum
in the whole amounting to 227 *l.* 17 *s.* 4 *d.* A
that he had also considered of a further accou
brought in before him by the said R. F. for Mon
paid and disbursed by him for the maintenance
your Orator and his said Brother H. and for repa
ing of the Premisses, and taking several Journe
into the Country, and for several Law Char
and other Allowances and Money lent to y
Orator, and paid for him for Cloaths and ot
Necessaries from the 23 *d.* of *November* 1687.
thhe 24*th* of *June* then last past the sum of 37
19 *s.* 9 *d.* in all 535 *l.* 17 *s.* 1 *d.* And that the s
R. F. had received out of the Rents and Profits
the Premisses in the same time the sum of 38
which being deducted out of the 535 *l.* 17 *s.* 1
there remained due to the said R. F. the sum
167 *l.* 17 *s.* 1 *d.* And your Orator further shew
That the said R. F. did not expend for the ma
tenance or education of your Orator the sum
10 *l. per Annum*, but left him destitute of al

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all conveniencies or neceſſaries and procured the ſaid H. H. your Orator's younger Brother, for to be boarded in the County of W. for 7 *l. per Annum*; And that your Orator being an Infant, and no manner of ways knowing of, or being converſant in affairs of Law, and not diſtruſting any evil or miſchief was deſigned againſt him, did not attend, nor did any Perſon on his behalf attend the ſaid Maſter in his taking of the ſaid Account, or about or concerning his making of the ſaid Report; and the ſaid R. F. and J. W. *ſenior*, during the Infancy of your Orator, ſurreptitiouſly procured the ſaid Report to be confirmed without any manner of notice given to your Orator, or to any Perſon in his behalf, when as the ſaid R. F. had received out of the Rents and Profits of the Premiſſes, very great ſums over and above whatever was diſburſed by him, or ought in Juſtice or Equity to be allowed to him: And the ſaid Decree, Report and Proceedings in the ſaid Court, were all had and carried on by Colluſion, and the ſaid F. and J. the elder, though Defendants in the Cauſe, yet they paid the whole Charges of proſecuting the ſaid Cauſe. And your Orator further ſheweth, that the ſaid R. F. and J. W. the elder, after the ſaid Decree made in this Court as aforeſaid, did endeavour to raiſe 500 *l.* for the Portion of the aforeſaid E. your Orator's Siſter, by Mortgage of the Premiſſes, and for that end and purpoſe did apply themſelves to ſeveral Perſons, and leave with them the Deeds and Writings concerning and relating to the Premiſſes; and the ſaid Perſons did refuſe to lend or advance any Monies thereupon, by reaſon that it did appear by the ſaid Deeds and Writings, That your Orator's Father was barely Tenant in Tail or for Life, at the time of his making the aforeſaid Leaſe to the aforeſaid Truſtees. And your Orator alſo ſheweth,

That the ſaid J. W. *ſenior* R. F. D. B. and J. W. *junior* being informed and underſtanding that the ſaid Deed or Deeds, Writing or Writings which ſhewed your Orator's ſaid Father to be only Tenant in Tail or for Life as aforeſaid, had obſtructed, and would hinder and prevent the raiſing of 500 *l.* for the Portion of the ſaid E. they or ſome of them cancelled or cauſed to be cancelled, or have ſecreted and concealed the ſaid Deeds and Writings, and by ſuch indirect and ſiniſter means have advanced or borrowed 500 *l.* and upwards of one J. G. and have charged the Premiſſes therewith, and have paid the ſame, or the greateſt part thereof to J. W. the younger or his uſe, without taking care for any proviſion to be made thereout for the ſaid E. your Orator's Siſter. But now ſo it is, may it pleaſe your Lordſhip, That your Orator being lately attained to his full age of 21 Years, hath often in a friendly manner requeſted the ſaid J. W. *ſenior*, and R. F. D. B. and J. W. *junior*, for to deliver to your Orator all the Writings, Deeds and Evidences belonging to the Premiſſes, the ſole Right to the Premiſſes, and the Writings thereunto appertaining, being veſted in your Orator; and alſo for to come to a juſt and fair Account with your Orator for the Rents and Profits of the Premiſſes received by them as aforeſaid, but they combining and confederating with the ſaid J. G. the Mortgage, who well knew and had notice before he lent his Money, that your Orator's ſaid Father was only Tenant in Tail or for Life, and with the Perſons hereafter named (and others whoſe Names are at preſent unknown to your Orator, but when diſcovered your Orator prays the ſame may be inſerted, and they made Parties hereunto, with apt words to charge them) ſeek to impoveriſh and ruin your Orator; they abſolutely deny and refuſe to deliver to your Orator

the ſaid Deeds, Evidences and Writings, or to account with him for the Profits of the Premiſſes ſo received by them, inſiſting upon the aforeſaid Decree and Report, and that the Account is fixed and ſetled thereby, and your Orator concluded, though he was an Infant, pending the whole Suit, and never intermedled in the ſaid Account, or any Matter relating to the ſaid Suit; but the whole Proceedings were managed and tranſacted by the ſaid Confederates, purpoſely and deſignedly for to abuſe and injure your Orator. Foraſmuch therefore as Matters of this nature do come properly before your Lordſhip for redreſs in this Honourable Court; and for that your Orator's Witneſſes who could prove the foreſaid Matter, are either Dead or in Places remote beyond the Seas, ſo that your Orator cannot have the benefit of their Teſtimonies: To the end therefore that the ſaid J. W. *ſenior*, R. F. D. B. and J. W. *junior*, and other the Confederates upon their reſpective Corporal Oaths, may in their ſeveral Anſwers ſet forth whether they do not know, believe or have heard that the ſaid J. H. your Orator's Father was Tenant in Tail or for Life only of the Premiſſes, at or before, or how long before the time of the Executing the aforeſaid Leaſe to the ſaid Truſtees, and when and how he came to be otherwiſe, and whether ſeveral Perſons, and who by name did not refuſe to lend any Money upon the Premiſſes by reaſon that it did ſo appear to them, or they had reaſon to believe ſo by or from the Deeds or Writings then produced or ſhewn to them, or for ſome other, and what reaſon, and what is become of the ſaid Deeds and Writings ſo ſhewn to them as aforeſaid; and may likewiſe Anſwer what Money they or either of them have raiſed or borrowed upon the ſecurity of the Premiſſes, and of whom, and how the ſame hath been applied or

disposed, and what security is given for the same, and may set forth the substance and contents of the aforesaid Lease made by your Orator's Father, and may declare what Deeds or Writings, they or either of them, or any other Person or Persons to their knowledge or belief, and who by Name have, or ever had in their Possession, Custody or Power, and when they had the same, and what is become thereof, and may set forth the whole substance and dates thereof, and the Witnesses Names thereto: And that the said D. B. and R. F. may particularly set forth the Consideration of the said Assignment made by B. to F. why and wherefore the same was made, and how much Money was received or paid by, or to either of them, and from whom for that Cause, or upon that Account, and whether the said J. F. was not then indigent and insolvent, and known by the said B. to be so: And that all the Confederates may particularly answer the Premisses; and your Orator have the Possession of the Premisses, and all the Deeds and Writings relating thereto, delivered to him; and the Confederates come to an Account for the Profits of the Premisses, and your Orator relieved according to Equity, &c. Pray Process of Subpœna.

An Infant by his Prochien Amy Exhibits a Bill against his Father's Trustees, to account and discover his Title to his Lands, to have Security for the true performance of their Trust as the Court shall direct, or to have the Trust transferred. Vide *Title Pleas and Answers*, Sect 1.

HUmbly, &c. sheweth, &c. your Orator W. H. an Infant, under the age of 21 Years, that is to say, of the age of 19 Years and upwards, by T. C. of, &c. his next Friend and Guardian, That whereas J. H. your Orator's Father deceased, was in his Life-time seized in his Demesn as of Fee, of, and in divers Lands, Tenements and Hereditaments Situate, &c. of the value, &c. *per Annum*: And being so seized, leased the same, or a great part thereof unto J. W. the elder, D. B. and one W. C. deceased, for a long term of Years in trust, for raising 200 *l.* a piece for E. and H. his younger Children, payable unto them at their respective ages of 21 Years or Marriage, and Interest for their maintenance until their Portions should become payable: That soon after the said J. departed this Life, and left R. your Orator's eldest Brother his Son and Heir, who also departed this Life about four years since, leaving your Orator his next Brother, and Heir as well to him as the said J. his Father; but after the death of the said J. during the Life of the said R. and some time since his Death, the said D. B. died in the said Trust, and afterwards assigned his Interest in the said Lands and Premisses unto one J. P. in trust as aforesaid. But your Orator further sheweth to your Lordship, That the said J. H. in his Life-time, and before the making of the

ſaid Leaſe, did upon good Conſiderations Seal, and as his Act and Deed, delivered a certain Deed, either Poll or Indented, whereby he ſetled all the ſaid Lands, Tenements or Hereditaments upon ſome Perſon or Perſons therein named, to the uſe of your Orator and his Heirs in General, or Special Tail, or to ſome other Uſe or Uſes, whereby your Orator is intituled thereunto, had your Orator the ſame to produce, the ſame being in the Hands or Cuſtody of the ſaid R. F. or in the Hands or Cuſtody of ſome other Perſon or Perſons by his delivery, knowledge or privity. And now ſo it is, may it pleaſe your Lordſhip, That the ſaid R. F. and J. W. under colour of the Truſt by the ſaid Indenture of Leaſe and Aſſignment thereof created, or by ſome other ways or means, either as Truſtees or pretended Guardians to your Orator, in the Month of *February*, which was in the Year of our Lord 1686. entred upon all the ſaid Lands, Tenements and Hereditaments, and then procured an Order out of this Honourable Court to ſtop all the Rents of the ſaid Premiſſes which ſhould be due at *Lady-day*, then next following in the Tenants Hands; which Rents and all accrewing Rents thereof, they the ſaid R. F. and J. W. or one of them have had, taken and received, being for three Years and an half compleat at *Lady-day* next, which was in the Year of our Lord 1686. being ſeveral Sums for divers of the Tenements, which they the ſaid F. and W. have ſince received and converted to their or one of their own Uſes: And the ſaid F. upon pretence of ſome Report made by Sir *Lacon William Child* claims to have allowed him 40 *l. per Ann.* for the maintenance of your Orator, though your Orator is an Apprentice, and hath not received of him, nor hath he expended on your Orator in

Cloath

Cloaths or otherwiſe ſince he entred on the ſaid Truſt, more than 50 or 60 *l.* in the whole, and Boarded your Orator's Brother in *Worceſterſhire* at the rate of 7 *l. per Annum*: And after your Orator deſired from the ſaid F. a fair Account of what he had received out of the ſaid Lands and Premiſſes, and what he had diſburſed he hath ſince refuſed to allow your Orator Cloths and Neceſſaries, and pretends your Orator is ſtill in his Debt, but at the ſame time refuſeth to give your Orator any Copy of his Accounts, but put your Orator to a great Charge in procuring the ſame from a Maſter in *Chancery*, before whom only he pretends he is to account; which when your Orator had obtained, the ſame appeared very unjuſt and unreaſonable, many Sums of Money being charged therein paid, which were not; beſides he pretends he hath taken Journeys three or four times in a Year from his Houſe in *London* to the Lands in *Worceſterſhire*, on purpoſe to receive the Rents, and keeps Houſes at your Orator's charges for the ſame purpoſe; ſo that his Expences, Ridings-charges and Pains amounts to half the Rents if not more, although the Defendant W. who is the other Truſtee, hath his reſidence within fourteen Miles of the place where the Lands are. And moreover, the ſaid D. B. before he aſſigned his Truſt, had procured 500 *l.* at Intereſt of one Mr. ready to be paid your Orator's ſaid Siſter E. for her Portion, which became due to her, ſhe being then married to the ſaid J. W. one of the Truſtees then, which F. and J. W. refuſed to take of the ſaid B. though ſhe offered the ſame unto them, and put your Orator to above 100 *l.* charge extraordinary to procure the ſaid 500 *l.* of another Perſon, as will appear on the ſaid F. his Accounts, ſhe the ſaid Mrs. B. being willing to accept

cept of Security upon the Trust-Lands, without any Decree of this Court, which was very unnecessarily afterwards by the said W. and F. procured, by which means your Orator and his Estate are likely to be further in Debt, to your Orator's manifest Ruin; he the said F. for the most part receiving the whole Rents, and being very poor and insolvent, spends and converts them to his own use; and confederates with the said J. W. and other Persons unknown to your Orator, who when discovered your Orator prays may be made Parties to this Bill, with apt words to charge them, conceal the said Deeds of Settlement so made by your Orator's Father, which intituleth your Orator to the Fee of the Premisses as aforesaid, and refuse to deliver the same to your Orator, or to his use. All which actings and doings of the said F. and W. but especially of F. are contrary to all Equity and good Conscience. In tender consideration whereof, and forasmuch as your Orator cannot discover the truth of the Premisses, but by the Oath of the said Confederates, neither can set forth the Contents of the Deeds of Settlement, or discover where the same are, nor make such proof of what Monies they, or either of them have received out of your Orator's Estate, your Orator's Witnesses will should prove, *&c.* To the end therefore that the said F. and W. may upon their Oaths, *&c.* and may deliver up to your Orator as well the said Deeds of Settlement, as all other Writings which concern your Orator's Estate, and come to a full and just Account for all their Receipts and Disbursements concerning the Premisses, and make proof thereof. And that your Orator's Estate may not hereafter be spent and wasted in Journeys, nor come into the Hands of insolvent

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ersons: And that the said W. F. but especially shall give such Security as this Honourable Court shall direct for their just performance of their Trusts, or immediately assign over their Interest to two such as your Orator shall nominate; and that in the mean time the accrewing rents may remain in the Tenants Hands, or otherwise be paid as your Lordship shall think meet, &c. Pray Process of Subpœna.

H

J. W.

J. W. *Teſtator, having ſetled his Eſtate on ſeve his younger Children, and given an Additional Legacy to his Daughter* E. *(after Marriage with* N. M.*) makes the Complainant* T. W. *and* P. W. *his eldeſt Son Executors, and* S. R. *and two others deceaſed, Overſeers; which directions in his Will ſw his Executors to paſs their Accounts twice a Year t the Overſeers. Afterwards* P. W. *the Son, (th only acting Executor) dies, and ſettles his Eſtate b Will on his Brother* J. *and Siſters, and makes th Complainant and* T. W. *(Joint-Executors wit him who to his Father) together with his Broth in Law* N. M. *his Executors. And the ſaid* N. M. *and* T. W. *and* S. R. *(the Fathers ſurvivor Overſeer) and* J. *and* L. *the Infants by* W. W. *their Guardian Exhibiting their Bill againſt th now Complainant, to bring him to an Accou for both the Eſtates of Father and Son: The ne Complainant Exhibits his Croſs-Bill againſt the to bring the Executors and Overſeers to an Account and to have his Accounts or Copies of them th were paſſed to* R. S. *as Overſeer, and of th ſeveral actings in the Premiſſes.*

3. HUmbly, *&c.* ſheweth, *&c.* your Orato S. V. Citizen and Goldſmith of *Lond* That J. W. late of *London, &c.* was in his Li time ſeized and poſſeſſed of a very great Eſtat both Real and Perſonal, to the value of, *&c.* an being ſo ſeized and poſſeſſed, did about the 30 day of *September* 1668. make his laſt Will and Te ſtament in writing, and thereby deviſe and b queath unto five of his Children, *viz.* P. J. J. and K. ſeveral Legacies and Bequeſts, and alſo his Daughter E. M. Wife of N. M. Citizen, & 120 *l.* having given her before, a Portion of 500

Marriage with the ſaid N.M. and did alſo by
e ſaid Will appoint, that whereas he was poſ-
ſed of ſeveral Houſes in *Gutter Lane*, *London*, by
caſe, which was burnt down in the general and
eadful Fire which happned in the City of *Lon-*
, that his Executors therein after named ſhould
build the ſame, and the Profits thereby after-
ards ariſing, ſo be equally divided to and a-
ongſt his ſaid five Children, and the Survivors
then ſhare and ſhare alike: And did further di-
ct, that whereas he had 1100 *l.* in the *Eaſt-*
dia-Company, that the ſame ſhould not be taken
t by his Executors for ten Years after his de-
aſe: And further in, and by the ſaid Will he
d deſire that his Executors ſhould twice yearly
eet with his Overſeers in the ſaid Will named,
d make, given up and perfect a plain and full
ccount and Manifeſtation in writing unto, and
ith the ſaid Overſeers of, for, and concerning
l ſuch Monies, Debts, Payments, Receipts, Diſ-
rſments, and all other things touching his ſaid
tate, or any way concerning or relating to the
xecution of his Will, fit and needful to be inſer-
d therein: A Copy of every which Account
d Manifeſtation to be fairly writ and ſubſcribed
his ſaid Executors, and delivered to his Over-
ers, to the end that all other Perſons to whom
Executors ought or ſhould be liable to render
d give any Account, might receive and have a
enary ſatisfaction of his ſaid Executors proce-
ngs in and about the performance of his Will,
t doubting of their care and fidelity therein.
d the ſaid J. W. in and by the ſaid Will, did
der and appoint, and it was his Will, that his
xecutors therein named, ſhould with the adviſe
d approbation of his Overſeers, or the Survi-
r or Survivors of them, lend to ſome good
ompany, Guild or Fraternity in *London*, or lay
out

out in buying of Leaſes for Years, or upon Mor
gages, or to able Perſons upon Bond, his ſa
Childrens Portions for the bettering of the ſam
and maintaining and educating his ſaid Childre
wherein he deſired their utmoſt care; and that
the ordering and diſpoſing his ſaid Children's Po
tions as aforeſaid, if any loſs ſhould happen
the ſame, ſuch loſs ſhould be born by his Chi
dren, and no part by his Executors: And of t
ſaid Will the ſaid J. W. did make your Orator a
one T. W. Citizen and Draper of *London*, and
Son P. W. Executors, and S. R. T. M. and P.
Overſeers, as by the ſaid laſt Will of the ſaid
W. had your Orator the ſame to produce, mo
fully would appear. And afterwards about t
Month of *November* 1688. the ſaid J. W. died p
ſeſſed of a great Perſonal Eſtate; conſiſting in re
dy Money, and Monies out upon Securities. A
your Orator further ſheweth unto your Lordſh
That afterwards your Orator and the ſaid T.
and P. W. proved the ſaid Will, but your Ora
never poſſeſſed himſelf of any of the Perſonal
ſtate of the ſaid J. W. other than the Leaſe of
Houſes in *Gutter Lane* which he rebuilt, and
ceived the Rents, Iſſues and Profits of the ſa
great part of which he expended about the ma
taining and educating the Children of the ſaid
ſtator, and other part thereof in Building
Repairing the ſaid Houſes, and other Monies p
to the ſaid P. to be imployed to the manage
of the ſaid Eſtate. And your Orator did not
ther Act in the ſaid Executorſhip than as afo
ſaid. And your Orator further ſheweth unto y
Lordſhip, That the ſaid P. at his ſaid Fath
death, being about ſeventeen Years old, and
ſufficient diſcretion to manage the ſaid Eſtate
the beſt advantage, your Orator with the ſaid
ther Executor Mr. W. was content, and w
bo

both very willing that the ſaid P. ſhould be the principal acting Executor of the ſaid Will, to the intent he might be the better inſtructed in the management of the ſaid Eſtate, and make the beſt improvement thereof for the benefit of himſelf and his other Brothers and Siſters, which ſo near-ly concerned him: And this they did the rather, for that they looked on the ſaid P. to be very care-ful and truſty, and it might be as well an eaſe to them, as alſo a good Imployment for the ſaid P. who had little or no other Imployment; and be-ſides your Orator being very aged and infirm, was unable and unwilling to meddle in the ſaid Executorſhip, nor did he meddle therein other than as aforeſaid, by means whereof the ſaid P. did altogether act in the ſaid Executorſhip, by re-ceiving and paying all Sums of Money that any ways concerned or related to the ſaid Executor-ſhip, ſave only the ſaid Houſes in *Gutter Lane*; which by reaſon of the nearneſs thereof to your Orator's Habitation, who lived, and ſtill lives in one of them, was willing to undertake the man-agement of them as aforeſaid. And your Orator further ſheweth unto your Lordſhip, That accor-ding to the directions of the ſaid Will, he did ſe-veral times make up his Accounts in Writing, and deliver them to the Overſeers of the ſaid Will: All which Accounts ſo delivered in by your Orator as aforeſaid, were true and juſt Ac-counts of all the Actings and Dealings, and of all the Receipts and Payments about, or in rela-tion to the Perſonal and other Eſtate of the ſaid P. as by the ſaid Accounts, had your Orator the ſame to produce, more fully would appear, the laſt of which Accounts ended the 8*th* of *Feb* 167*2*. which Accounts are in the Hands of the ſaid S. R. the ſurviving Overſeer of the ſaid Will, the other two Overſeers being ſince dead,

dead, or in the hands of ſome other in truſt for him, and where he may have acceſs to the ſame: And your Orator can give no other Account of thoſe Sums, or the ſame agin, unleſs he had thoſe Accounts, or true Copies thereof. And your Orator ſheweth, That the ſaid P. about the Year of our Lord 1675. made his laſt Will and Teſtament in Writing, and thereby did deviſe his Real Eſtate near *G.* in *Middleſex* to his Brother J.W. and the Heirs of his Body, Remainder to his Siſter L. and the Heirs of her Body, Reverſion to N.M. and his Heirs for ever: And did alſo thereby give unto C. M. Son of the ſaid N. M. 200 *l.* (and to ſeveral Perſons ſeveral other Legacies) and the reſt and reſidue of his Eſtate unto his Brother and Siſter J. and L. And of the ſaid Will made your Orator, the ſaid T. W. and N.M. Executors, and ſoon after died poſſeſſed of a very conſiderable Eſtate both Real and Perſonal, to a very great value, as in and by the ſaid Will, had your Orator the ſame to produce, more at large appeareth. And after the ſaid P. W. his death, your Orator joined with the ſaid T. W. and N. M. in the probate of the ſaid Will in the Prerogative Court, but never intermedled more in the ſaid Executorſhip, or with the Eſtate of the ſaid P. W. but the ſame hath been wholly managed by the ſaid N. M. who hath ever ſince P's death received and paid all Sums, and done all other Acts relating to the ſaid P. W's Eſtate, and likewiſe to the ſaid J. W's Eſtate, whereby he hath gotten into his hands great ſums of Money, and other Goods and Chattels of a great value. But ſo it is, may pleaſe your Lordſhip, That the ſaid N. M. and T. W. combining with the ſaid S. R. J. *W.* and W. Children of J. deceaſed, and W. W. Doctor in Phyſick, and having by cunning inſinuation wheedled the ſaid J. and L. to believe that great

p

part of the Estate of J. W. and P. W. is in the hands of your Orator, albeit they well know the contrary, and that upon a fair account the said Estates will be much indebt d to your Orator, besides several Sums not mentioned in such Accounts lent by your Orator unto the said P. which your Orator hopes he may retain in his Hands, or be reimbursed the same by the said N. M. who hath got all the Estate of the said P. into his Hands, they the said N. M. and T. W. have either caused or procured the said J. W. the Son and L. W. (who are Infants) by the said Doctor *Warner*, their next friend, to Exhibit a Bill in this Honourable Court against your Orator, or else to manage the Suit in the said Doctor *Warner's* name as Guardian for the Infants, against your said Orator to call him to an account for his transactions in the said Estate, thereby intending to charge your Orator with the whole Estates of the said J. W. and P. W. though they well knew, and so the truth is, that your Orator never intermedled with any part thereof, save only the said Estate in *Gutter Lane*. And the better to colour such their pretences, have likewise consented and procured themselves to be made Parties to the said Suit; and that there may be little or no prosecution at all against them the said M. and W. therein, or if any, the same is only for Form sake, and the charges thereof designed to be laid upon the said J. and L. W. and the same Suit was wholly prosecuted by the contrivance of the said W. and M. or one of them, to purpose to take off the burthen that lay upon them to account for their transactions in the said several Estates, by charging your Orator, notwithstanding the said P. W. was the only acting Executor, and the only Person that used to receive and pay any Monies, or act any other Business concerning the said Estate of his said Father:

And that the ſaid N. M. hath been the like acting Executor in *Peter*'s Eſtate, who as Executor is chargeable with the Acts and Defaults of P. in and about the management of his Father's Eſtate: And your Orator abating the Receipt of *Gutter Lane* Rents, never acting in the management of either of the ſaid Eſtates, unleſs the ſame were by implicite conſent to confirm the Actions of the ſaid P. And alſo by the ſaid Bill deſign to charge your Orator ſolely, for all the Joint-Actions of the ſaid P. W. and T. W. with your Orator, touch the ſaid J. W. his Eſtate, who if any Joint-neglect were, ought to be equally contributary to the ſame. And likewiſe by the ſaid Bill they charge your Orator to give an Account of all the Receipts and Diſburſments by him in the ſaid Eſtates, for which he accounted to the ſaid Overſeers, well knowing that he cannot poſſibly make any Account of ſuch his Receipts and Diſburſments without ſight of ſuch his Accounts or true Copies thereof, in regard he hath no Copies of his own as aforeſaid; and the ſaid Accounts by the Combinations aforeſaid, are detained and concealed from your Orator, who hath no means to diſcover the ſaid Accounts, or to have Copies thereof, or to defend himſelf againſt the ſaid unjuſt proceedings of the ſaid Confederates, or to be relieved in the Premiſſes, but by the aid and aſſiſtance of this Honourable Court. To the end therefore that your Orator may be the better enabled to make ſuch Accounts as ſhall be required from your Orator, he humbly prays that the ſaid Confederates may ſet forth the ſaid Accounts ſo delivered in by your Orator as aforeſaid, unto the ſaid Overſeers: And that ſuch of them as ſhall be diſcovered to have the ſame or in the Cuſtody of any other, to their or ſome of their uſe, may upon Oath deliver to your ra-

rator true and Authentick Copies thereof. And alſo that they the ſaid Confederates may ſeverally ſet forth whether the ſaid P. was not the chief acting Executor of the ſaid Teſtator J. W. and whether your Orator, to their, or any of their knowledges, ever acted any thing touching the ſaid Eſtate, without the preſence or conſent of the ſaid P. W. (ſave only about the Eſtate in *Gutter Lane*) and whether ſuch Actings of your Orator were not only to confirm what P. had deſigned; and if otherwiſe, that then they the ſaid Confederates may particularize, ſo that your Orator may not be chargeable with other Mens Actions: And that they the ſaid Confederates may alſo ſet forth whether the ſaid N. M. hath not been the only Perſon that hath managed the ſaid P's Eſtate as Executor, or who hath been ſo, or whether your Orator hath any wiſe intermedled therein, otherwiſe than by joining in the Probate of the ſaid P. W's Will with them the ſaid W. and M. And alſo that all the Confederates may true Anſwer make to all and ſingular the Premiſſes, and your Orator be relieved according to Equity and good Conſcience. May it pleaſe, *&c.*

A Bill brought againſt an Executor to diſcover the Teſtator's Perſonal Eſtate.

TO HUmbly, *&c.* ſheweth, *&c.* your Orator R. H. of *London*, Merchant, That your Orator having been bred up a Merchant, and for ſeveral Years laſt paſt following the Trade of a Merchant within the City of *London*, and other places within the Kingdom of *England*, and other parts beyond the Seas, and ſelling divers Wares, Goods and Merchandizes to ſeveral Perſons, did

at ſeveral times ſell and deliver unto one T. W. late of *London* Grocer, ſeveral Hogſheads of Tobacco and Sugar, amounting to a very conſiderable Sum of Money, and the ſaid T. W. coming to an Account with your Orator touching the ſame about the Month of *January*, which was in the Year of our Lord 1690. it was then found, and did appear, that the ſaid T. W. was indebted unto your Orator in the Sum of 275 *l.* 9 *s.* 4 *d.* as appears by the Account ſo ſtated as aforeſaid. And your Orator further ſheweth, That ſhortly after the ſtating and ſettling the ſaid Account, the ſaid T. W. died poſſeſſed of, intereſſed in, and intituled unto a very great and conſiderable perſonal Eſtate, conſiſting in Leaſes of Houſes, Mortgages, ready Money, Plate, Jewels, Houſholdſtuff, Wares and Marchandizes, Debts due upon Bonds, Bills or other Specialties, and upon Notes, Promiſes, Accounts, or otherwiſe, for Shop-goods, Wares and Merchandizes, and other Goods and Chattels of a very conſiderable value, ſufficient to ſatisfie and pay all his juſt Debts with a great overplus, which at the death of the ſaid T. W. were in his own poſſeſſion, or in the poſſeſſion of ſome other Perſon or Perſons in Truſt for him. And your Orator further ſheweth, That the ſaid T. W. being ſo poſſeſſed as aforeſaid, on or about the tenth day of *March*, in the ſaid Year of our Lord 1690. made his laſt Will and Teſtament in Writing, and thereof made J. W. his Son ſole Executor thereof, and ſhortly after died; after whoſe death the ſaid J. W. proved the ſaid Will, and took upon him the Execution thereof, and continued his Father's Trade of a Grocer, and poſſeſſed himſelf of all his ſaid Father's Eſtate and Trade, conſiſting as aboveſaid, which was very conſiderable, and more than ſufficient to ſatisfie his Father's Debts; and before any Account was

was taken of the Goods, Wares and Merchandizes, whereof the ſaid T. W. his Father was poſſeſſed at the time of his Death, did continually vend and ſell the Shop-goods, Wares and Merchandizes for the ſpace of three Months, or ſome other time, which your Orator taking notice of, the ſaid J. W. told your Orator, that his ſelling the Goods ſhould be no prejudice to him, or to any other of his Father's Creditors, for that there were enough to pay all the Debts of the ſaid J. W. his Father, with an overplus to himſelf, and promiſed to pay your Orator the ſaid Sum of 275 *l.* 9 *s.* 4 *d.* due to your Orator as aforeſaid, upon the ſaid ſtated Account, in a very ſhort time, in caſe your Orator would forbear Suing and Proſecuting him at Law for the ſame. But now ſo it is, may it pleaſe your Lordſhip, That when your Orator repaired unto the ſaid J. W. and expected to have received the ſaid Debt, ſo due unto your Orator as aforeſaid, the ſaid J. W. inſtead of paying him the ſame or any parcel thereof, pretended that he had found out and diſcovered ſeveral Debts due upon Judgments, Bonds, Bills and other Specialties, which would amount unto a greater Sum than the Eſtate of the ſaid T. W. his Father would ſatisfie and pay, and that there would not be any thing remaining of his Father's Eſtate, ſufficient to pay your Orator's Debt, being only due to him in manner as aforeſaid; whereupon your Orator deſired that he would give an Account and Particulars of the Eſtate, and what was owing upon it, which he from time to time refuſed and delaid to do, putting off your Orator with excuſes and frivolous pretences. And the better to conceal his Father's Eſtate, he hath neglected to exhibit into the *Spiritual Court* a true Inventory of the Goods and Chattels, and other Perſonal Eſtate of the ſaid T. W. or if any Inven-

tory is exhibited by him the ſaid J. W. of the Particulars whereof the Eſtate conſiſted, or which are come to his Hands, or to the Hands of any other Perſon or Perſons in Truſt for him, by his Conſent, Delivery, Knowledge or Privity, ſome of the Particulars of the ſaid Eſtate are omitted, and the values of them, in ſuch Inventory mentioned, are rated under the real worth and true values thereof: And the ſaid J. W. pretends and gives out in Speeches, that he will plead *Plene Adminiſtravit* to any Action your Orator ſhall bring at Common Law for the Recovery of your Orator's juſt Debt as aforeſaid, well knowing, that by the alteration of his Father's Eſtate, and the clandeſtine Actions of the ſaid J. W. your Orator cannot prove the Premiſſes in ſo exact and ſtrict a manner as is required by the Common Law of this Kingdom. All which actings and doings of the ſaid J. W. are contrary to all Equity and good Conſcience: In tender conſideration whereof, and foraſmuch as your Orator is by reaſon of the fraudulent and clandeſtine Practices of the ſaid J. W. remedileſs in the Premiſſes, unleſs by the aid and aſſiſtance of this Honourable Court your Orator may have a particular diſcovery thereof by the Oath of the ſaid J. W. who well knows, and is ſatisfied in his Conſcience of the truth of all and ſingular the Premiſſes before herein ſet forth, who when called to anſwer the ſame upon his Corporal Oath, your Orator well hopes will diſcover the ſame. To the end therefore that he may ſo do, and in particular ſet forth a true and perfect Inventory of all and ſingular the Goods and Chattels, Rights and Credits of the ſaid T. W. his deceaſed Father, which he was poſſeſſed of, intereſſed in, and intituled unto at the time of his death, and the particulars thereof, and whereof the ſame did conſiſt, and alſo what

Debts

Debts were owing by him, and how, and which of them are paid, and by whom; and may alſo ſet forth when, and how long after the death of the ſaid T.W. his Father, any Account, and what Account was taken of the Shop-goods, Wares and Merchandizes, and what quantities thereof was ſold, and how much Money was received, and by whom, for him, before ſuch Account was taken; and whether he did not inform your Orator that the Eſtate was ſufficient to pay all his Father's Debts with an overplus; and whether he did not promiſe to pay your Orator the ſaid Debt in a very ſhort time, in caſe your Orator would not Sue him for the ſame, and the true Cauſe and Reaſon why his Father's Eſtate falls ſhort of paying and ſatisfying his Debts, and diſcover what he doth know, hath heard or been informed touching the ſame, with the ſeveral circumſtances thereof, as if the ſame were again repeated, and in the Prayer of this Bill particularly interrogated. May it pleaſe, *&c.*

A Bill brought by the Mortgagee againſt the Mortgager, to diſcover Incumbrances.

HUmbly, *&c.* ſheweth, *&c.* your Orator W. B. of M. in the County of W. Gentleman, That whereas E. B. of the ſame Town and County, Gentleman, having great occaſion for the Sum of 300 *l.* did about the beginning of the Month of *April* laſt apply himſelf to your Orator, being intimately acquainted with him, and did earneſtly importune and intreat your Orator to accomodate him with, and lend him the ſaid Sum of 300 *l.* propoſing and offering to your Orator good Security in Land for the ſame, if he would lend him the ſaid Sum for one whole Year after

the Rate of 6 *l. per Cent.* affirming to your Orator that he was then ſeized of a good, perfect and indefeaſible Eſtate in Fee-ſimple to him and his Heirs for ever, of a Tenement or Farm, with the Appurtenances called *White Hill Farm*, in the ſaid County of W. of the yearly value of 60 *l.* or thereabouts, and that he would convey and aſſure the ſame to your Orator and his Heirs for the repayment of the ſaid 300 *l.* with the Intereſt thereof. And the ſaid E. B. did likewiſe then affirm to your Orator, that the ſaid Farm or Tenement, ſo to be conveyed and aſſured to your Orator as aforeſaid, would be a good ſecurity for the repayment of the ſaid 300 *l.* with the Intereſt thereof, and that the ſame was free from all Incumbrances by him the ſaid E. B. or any of his Anceſtors had, made, done, committed or ſuffered. And your Orator further ſheweth, That he your ſaid Orator relying on the Honeſty and Integrity of the ſaid E. B. and believing the ſaid Farm and Tenement to be free from all Incumbrances, and a good and ſufficient Security, was prevailed upon, and did lend unto the ſaid E. B. the ſaid Sum of 300 *l.* of lawful Money of *England*. And your Orator likewiſe ſheweth, That according to his Agreement for ſecuring the Repayment of the ſame, the ſaid E. B. did by his Deed Indented, bearing Date on or about the twentieth Day of the ſaid Month of *April*, Convey and Aſſure unto your Orator and his Heirs the aforeſaid Farm or Tenement, with its Appurtenances, in the ſaid County of W. under a Proviſo and Condition, nevertheleſs in the ſaid Deed indented, contained. That if the ſaid E. B. his Heirs, Executors, Adminiſtrators or Aſſigns ſhould truly pay or cauſe to be paid unto the ſaid W. his Executors, Adminiſtrators or Aſſigns the Sum of 300 *l.* of lawful Money of *England* with lawful

Intereſt

nterest, at, or upon the twentieth Day of *April* ext enſuing the Date of the ſaid indented Deed; hat then, and from thenceforth the ſaid Con- eyance and Aſſurance of the ſaid Farm and remiſſes, with the Appurtenances, and all and very the Covenants therein contained, ſhould e utterly void and of none effect, as if the ſame ad never been had or made, as in and by the aid Deed Indented, ready to be produced to this Honourable Court, and to which for more cer- inty your Orator referreth himſelf, it doth, and ay more fully and at large appear. But ſo it is, ay it pleaſe your Lordſhip, that ſince ſuch onveyance and Aſſurance ſo made thereof, as oreſaid, to your Orator and his Heirs of the arm or Tenement, with the Appurtenances, our Orator hath heard and been informed, that he ſaid E. B. hath made divers, and ſundry, and ecret Eſtates of the ſaid Farm and Tenement, ith the Appurtenances, or ſome part thereof to erſons unknown to your Orator, and hath en- ed into divers Statutes and Recogizances, or me other Cauſe or Thing whereto the ſaid arm and Premiſſes, ſo aſſured to your Orator nd his Heirs, as aforeſaid, is, and are liable, ſo hat by ſuch ſecret, fraudulent and clandeſtine onveyances, Actings and Doings of the ſaid E. your Orators Conveyance and Aſſurance ſo ade to him of the Farm or Tenement and Pre- iſſes, may in a ſhort time be of no force and ect, if the ſame be not ſpeedily redreſſed by the id and Aſſiſtance of this Honourable Court ac- rding to Equity. In tender conſideration where- , and foraſmuch as your Orator well hopes, and oubteth not but that the ſaid E. B. will upon his orporal Oath ſet forth and diſcover the truth all and ſingular the Premiſſes: And particu- rly that he may ſet forth and diſcover whether

the

the ſaid E.B. hath not incumbred by ſome ways or means the Tenements and Premiſſes ſo conveyed to your Orator and his Heirs, as aforeſaid, or any part thereof, and how, and in what manner, and to whom, and for what Conſideration; or whether T. B. his Father deceaſed, or any of his Anceſtors have any way incumbred the ſame or any part thereof, and how, and in what manner; and that the ſaid E. B. may anſwer all and ſingular the Premiſſes, as if the ſame were again repeated and interrogated, and your Orator be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience. May it pleaſe, *&c.*

A Bill brought by an Heir at Law againſt a Mortgagee to diſcover his Title.

6. HUmbly, *&c.* ſheweth, *&c.* your Orator H. B. That W. B. deceaſed, your Orator's late Father, was in his Life-time lawfully ſeized and poſſeſſed in his Demeſn as of Fee, of and in one Meſſuage or Tenement, with ſeveral Acres of Land, Meadow and Paſture thereunto belonging of the value of 30 *l. per Annum* or thereabouts in the Pariſh of L. in the County of B. which ſaid Tenement and Premiſſes did deſcend and come, as of right they ought, unto your ſaid Orator H. B. as Son and Heir of the ſaid W. (your Orator being then, and till now of late an Infant, under the age 21 Years.) But now it is, may it pleaſe your Lordſhip, That M.N. *&c.* doth claim, and pretend to have ſome Title, Term, Eſtate, or Intereſt in the ſaid Tenements and Premiſſes, or ſome part thereof, by, or under ſome Leaſe or Grant made, as the ſaid M. pretends, by the ſaid W. B. your Orator's Fath

is Life-time unto him the ſaid M. N. Whereas
ny ſuch Leaſe, Grant or Eſtate was made by
ſaid Orator's Father, the ſame was but a
tgage for the ſecurity of ſome Sum or Sums
Money: And all the Money intended to be
eby ſecured, was long ſince paid and ſatisfied
he ſaid M.N. by his perception of the Profits of
Premiſſes, who actually entred upon the ſame,
got poſſeſſion thereof during your Orator's
ority, and after his ſaid Father's deceaſe by
ence and colour of ſome Conveyance or As-
nent of the ſaid W. B. in his Right or in Truſt
him the ſaid M. N. or elſe that the ſaid Term
he Eſtate is now expired, or in caſe that the
Term or Eſtate be yet in being, and that any
of the Money intended to be thereby ſecur-
be yet remaining unſatisfied, your Orator is
ng to ſatisfie and pay the ſame, notwithſtand-
which the ſaid M. N. doth detain and keep
ſame from your Orator, and refuſeth to diſ-
r his pretended Title and Intereſt in the Law
e ſaid Tenement and Premiſſes, or by what
s he became poſſeſſed thereof. And your
or further ſheweth, That the ſaid M. N. who
g the Minority of your Orator, entred upon
Premiſſes and got poſſeſſion thereof, as afore-
hath made and raiſed great Sums of Money
f the Rents, Iſſues and Profits of the Pre-
s, and refuſeth to give any account to your
or for the ſame: And your Orator having
Counter-part of the ſaid Leaſe or Grant made
our Orator's ſaid Father by the ſaid M. N. is
ant of the Contents thereof, and knows not
Rent was thereupon reſerved, nor hath any
s to recover ſuch Rents, or can tell when
aid pretended Eſtate was to begin or end;
whether the ſame be expired or no, nor what
ey was thereby ſecured to be paid, nor to
whom,

whom, or when; neither doth he know to w
the Intereſt in Law in the ſaid Leaſe or E
ſince came. And the ſaid M. N. pretends,
gives out in Speeches, that he will hold and
the poſſeſſion of the Premiſſes as a forfeited M
gage, and will take the full and ſtrict advan
thereof in Law, ſo that your Orator is altoge
remedileſs in the Premiſſes, ſave only by the
of this Honourable Court, where Matters of
Nature are properly relievable and determina
To the end therefore that the ſaid M. N. may
on his Corporal Oath ſet forth and diſcover w
Eſtate and Title he hath, and Claims in, an
the ſaid Tenement and Premiſſes; and when
ſame was made, and to whom, and for what Te
and under what Rent, and under what Provi
Conditions and Limitations, and what Monie
any, were intended to be thereby ſecured, an
whom, and when he entred upon the Premi
and what he hath, had, made and received by
Rents, Iſſues and Profits thereof, or otherw
towards ſatisfaction and payment of his D
ſecured by the Premiſſes, if any ſuch Debt o
curity was, and may account with your O
concerning the ſame: And that he may pro
his Original Leaſe into this Honourable C
and that your Orator may have a true Copy th
of; and that in caſe the ſame ſhall appear t
ſatisfied, (or otherwiſe if any Money ſhall be
upon the ſame) that upon your Orator's
ment of what ſhall appear to remain unſati
he may ſurrender his ſaid Leaſe, Mortgag
Eſtate, or otherwiſe Aſſign, Reconvey an
poſe thereof as to your Lordſhip ſhall ſeem
and convenient: And that he may not b
lowed to take any advantage of the forfeitu
the Mortgage (if any ſuch there be) and

Orator may be relieved in all and ſingular Premiſſes, according to Equity and good Conce. May it pleaſe your Lordſhip to grant your Orator their Majeſties moſt Gracious of Subpœna, iſſuing out of this Honourable rt, to be directed to the ſaid M.N. thereby manding him at a certain Day, and under a in Pain therein to be limited, Perſonally to nd appear before your Lordſhip in their Maſs High and Honourable Court of *Chancery*, and there upon his Corporal Oath, true perfect Anſwer to make to all and ſingular Premiſſes; and further, to ſtand to, and aſuch Order, Direction and Decree in the iſſes as to your Lordſhip ſhall ſeem meet. your Orator, *&c.*

A Certiorari Bill.

A Bill Exhibited in the High Court of Chanc
praying a Writ of Certiorari *to be granted to*
Complainant, to Certifie and Remove the Reco
a Bill, with all the Proceedings thereupon, from
Mayor's Court in London.

1. HUmbly, *&c.* ſheweth, *&c.* your d
Orator T. M. and J. N. of the C
of *London*, Merchants, That whe
W, H. and T. W. of *London*, *&c.* did hereto
that is to ſay, the 14*th* day of *February* laſt, E
bit their Bill of Complaint in Equity ag
your Orators, to the Right Honourable Sir T
Knight, Lord Mayor of the City of *London*,
to his Right Worſhipful Brethren the Alder
of the ſame City, thereby ſetting forth,
whereas they the ſaid W. H. and T. W. and
T. W. then deceaſed about *Michaelmas*, then
paſt was twelve Months, having occaſion f
conſiderable parcel of *Ruſſia* Pot-aſhes, and
ing informed by your ſaid Orators, that they
ſaid Orators had a very conſiderable parc
Ruſſia Pot-aſhes to vend and to diſpoſe of, the
H. and W. at the inſtance of your ſaid Or
did together with the ſaid T. W. repair t
Warehouſe where the ſaid Aſhes lay, and vi
the ſame: And thereupon, it was about the
aforeſaid, agreed between your ſaid Orators
the ſaid H. and W. and W. that the ſaid H
and W. ſhould have forty four Fats or there
of the ſaid Pot-aſhes, each Fat containing
teen hundred pounds weight or thereabou
the rate and price of 37 *s. per* Hundred we
and the ſaid *W. H.* and W. were to pay fo

ame Pot-aſhes at the Scale, as they had occaſion
o take them away, or to the like effect, and in
urſuance of ſuch Agreement, your Orators did
eliver to the ſaid H. W. and W. at ſeveral times
efore *Lady-day* 1665. nineteen of the ſaid forty
our Fats of Pot-aſhes, which they paid at the
cale according to the ſaid Agreement, and about
Lady-day 1665. the ſaid H. W. and W. repaired to
our Orators and deſired them to permit the re-
aining twenty five Fats of Pot-aſhes to remain
n their Hands until *Michaelmas* then following, to
hich Orators aſſented, and did then agree, that
n caſe Pot-aſhes ſhould fall in the Price, that the
aid H. W. and W. ſhould ſtand to the ſame, and
d pay unto your Orators the Sum of 13 *l.* for
orbearance, and alſo depoſit into their Hands
e Sum of 15 *l.* as an ingagement for the fet-
hing the ſaid Pot-aſhes away in caſe the ſame
ould fall in Prince before *Michaelmas* aforeſaid:
nd that after the death of the ſaid *Wallis*, the ſaid
. and W. received from your Orators ſix of the
id Fats, and paid for the ſame; and after, about
December laſt one other of the ſaid Fats, which
e ſaid H. paid for the Sum of 18 *l.* at the Rate
37 *s.* the hundred weight, and ſince have de-
ed of your Orators the remaining eighteen Fats
Pot-aſhes, being ready to pay for the ſame;
d ſet forth likewiſe, that about the firſt day of
laſt paſt, the ſaid H. and W. and one J. S.
buy of your ſaid Orators thirty three Fats of
rna Pot-aſhes, each Fat containing 2000 *l.*
ight or thereabouts, at the rate and price of
y ſhillings the hundred weight, and by Arti-
s of Agreement under their Hands and Seals,
aring date on or about the firſt day of *June*,
Covenant with your ſaid Orators to take a-
y the ſame *Smyrna* Pot-aſhes within one Year
n following, and to pay for the ſame accord-

ing

ing as they ſhould be weighed, and to bear all hazards that might happen, or come to the ſaid Goods during the ſaid time: And in purſuance of which ſaid laſt mentioned Agreement, the ſaid H. W. and S. did with much trouble and difficulty receive twenty nine Fats of the ſaid thirty three Fats of *Smyrna* Pot-aſhes, and were content with the ſame twenty nine Fats in full of the ſaid thirty three Fats of Pot-aſhes, and thereupon your ſaid Orators, or one of them deſired a Releaſe might be drawn from the ſaid S. H. and W. to Releaſe them your Orators, from the ſaid Articles, and the Bargain and Agreement therein mentioned, with which the ſaid H. W. and S. were content, and thereupon a Releaſe was drawn and read to the ſaid H. W. and S. bearing Date on or about the 20*th* day of *January* laſt paſt, and it was agreed at, or upon ſealing of the ſaid Releaſe, that the former Bargain concerning the ſaid *Ruſſia* Pot-aſhes ſhould be excepted, and that nothing ſhould be barred by the ſaid Releaſe, but the ſaid Cauſe or Cauſes of Action ariſing upon the ſaid Bargain of *Smyrna* Pot-aſhes aforeſaid: and the ſaid Releaſe being made, not only to releaſe the ſaid Bargain of *Smyrna* Pot-aſhes, but without the conſent of the ſaid H. and W. and againſt the expreſs Agreement of the ſaid H. and W. or one of them excepted againſt the ſame, and told your Orators or one of them, that there were other Matters and Accounts for Monies and Goods between your Orators and the ſaid H. and W. And that they the ſaid H. and W. would not releaſe any other matter than the ſaid Bargain of *Smyrna* Pot-aſhes; whereupon your ſaid Orators or one of them, told the ſaid H. and W. that it was true, that there was other matters between them, and that your ſaid Orators before the ſaid H. and W. ſealed the ſaid Releaſe, did agree and promiſe

promiſe, that the ſaid Releaſe ſhould not cut off any other Bargain, or any other matter or thing whatſoever, ſave only the ſaid Bargain and Agreement for the ſaid *Smyrna* Pot-aſhes, or that the ſame Releaſe ſhould not releaſe the ſaid Bargain of *Smyrna* Pot-aſhes; and when the ſame was read to the ſaid H. and W. theſe words in the Parentheſis following, to wit (touching the Pot-aſhes) or words to that purpoſe were put into the ſaid Releaſe, immediately after the words, *all demands whatſoever*; and if the ſame words (touching the ſaid Pot-aſhes) are not now therein, the ſame were blotted out of the ſaid Releaſe, after the ſame was ſealed, or unknown to the ſaid H. W. and S. after the ſame was read and peruſed by them. And for equity alledge, that the Witneſſes that ſhould prove the Premiſſes, are either dead or in parts beyond the Seas unknown. To which ſaid Bill of Complaint your ſaid Orators did Appear, and put in their Anſwer, and thereby ſet forth, That about *Michaelmas* 1664. the ſaid Complainants, together with the ſaid *Wallis* did deſire to buy of your Orators a parcel of *Ruſſia* Pot-aſhes, and to that end repaired with your Orators to the Warehouſe, where the ſaid Pot-aſhes did lie, and viewed the ſame, and it was agreed that the ſaid W. H. and W. ſhould have forty four Fats of *Ruſſia* Pot-aſhes of your Orators, but it was never agreed that each of the ſaid Fats ſhould weigh thirteen hundred weight, or any other certain weight, but the ſaid H. W. and W. was to have them as the weight they ſhould be of, neither more or leſs, at the rate of 37 *s. per* hundred weight to be paid for the ſame at the Scale as the ſaid H. W. and W. ſhould take away the ſame, and ſo as they did receive and take away, and pay for all the ſame forty four Fats, within the ſpace of ſix Months, from the time of making the

ſame Bargain; and if they ſhould not have received them all within the ſpace of ſix Months, that then in ſuch caſe it ſhould be at your Orators liberty not to deliver any more of them after the ſame time, and that the ſaid H.W. and W. received nineteen of the ſaid Fats before *Lady Day* then next after the ſaid Agreement; and that about that *Lady Day* the ſaid H. W. and W. did deſire your Orators to give them time until *Michaelmas* then following, for taking away the remaining part of the Pot-aſhes, to which your Orators aſſented, ſo as the ſaid H. W. and W. would pay Intereſt for the value of the ſaid Goods for ſix Months, which was agreed unto by the ſaid H.W. and W. and accordingly paid by them, but did not depoſit the the Sum of 15 *l.* as an engament to fetch away the ſaid Pot-aſhes in caſe the Commodity ſhould fall in price before *Michaelmas*, and that H. and W. received ſix more of the ſaid Fats, and might have received the remainder of the ſaid Pot-aſhes before *Michaelmas* if they would, your Orators being ready to have delivered the ſame. And that about *June* laſt the ſaid H. and W. and one J. S. did agree to buy of your Orators thirty three Fats of *Smyrna* Pot-aſhes, each Fat containing twenty five hundred weight, at the rate of 40 *s. per* hundred, to be paid at the Scale, which Agreement was to have been reduced into Writing, and to have been Signed and Sealed by the ſaid H. W. and S. which they refuſed to do until about *January* laſt, that the ſaid Commodity was much riſen, and your Orators then, though they conceived themſelves not obliged, yet for ending of all differences, were content, and did deliver unto the ſaid H. W. and S. twenty nine Fats of *Smyrna* Pot-aſhes, it being then agreed that they ſhould give your Orators a General Releaſe, but it was then agreed, that the ſaid Releaſe ſhould

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not extend to discharge your Orators from any Sum not exceeding 20 or 30 *l.* that was owing by them or either of them to the said H. W. and S. or any of them only, but no other thing was to excepted, and that your Orators were not ever indebted to them; but on the contrary the said H. is indebted to your Orator 4 *l.* 3 *s.* 6 *d.* or thereabouts; and the said W. 6 *l.* 12 *s.* 5 *d.* or thereabouts: To which Answer the then Complainants replied, And Issue was there joined in the said Cause, and some proofs taken thereupon, on the then Complainants part, as in and by the said Bill, Answer, Replications and other Proceedings before the said Lord Mayor and his Brethren the Aldermen when the same shall be removed into this Honourable Court before your Lordship, more fully and at large it will appear, and for more certainty therein your Orators refer themselves to the Records thereof, when the same shall be removed into this Honourable Court. And your Orators further shew unto your Honour, That by the Bargain or Agreement for the said forty four Fats of *Russia* Pot-ashes, the same was to have been taken away, and paid for after the rate of thirty seven shillings *per* hundred weight, within six Months after *Michaelmas* 1664. which if they should not be, it was in your Orators liberty whether they would deliver any more after that time or no, and that about *Lady Day*, which was about six Months after the making the said Bargain, he said H. W. and W. desiring a longer time to take away the same, and your Orators agreed that they should have time until *Michaelmas* then next after, the said H. and W. paying thirteen pounds for Interest for the value of the said Goods for six Months; and your Orators at several times delivered twenty two of the said forty four Fats, and were ready at all times until *Michaelmas*, upon

reaſonable requeſt, to have delivered the remainder of the ſame, and did tender and deſire the ſaid H. and W. or the one of them to have ſent for or fetch the ſame, which they refuſed to do. And your Orators likewiſe further ſhew unto your Honour, That there was never any other Bargain or Agreement about, or concerning the ſaid *Ruſſia* Pot-aſhes, or any part of the ſame; but your ſaid Orators about *June* laſt had ſold unto the ſaid H. W. and S. thirty three Fats of *Smyrna* Pot-aſhes, which Bargain for the *Smyrna* Pot-aſhes, the ſaid H. W. and S. had failed to perform; yet notwithſtanding, for ending of all differences between your ſaid Orators and the ſaid H. W. and S. it was agreed, and they your ſaid Orators were content, and did deliver to the ſaid H. W. and S. twenty nine Fats of the ſaid *Smyrna* Pot-aſhes, although the ſame were riſen in price above ten ſhillings in every hundred weight more than they were worth at the time when the ſame ſhould have been delivered, and your Orators not obliged to the delivery of the ſame: And it was likewiſe agreed, That the ſaid H. W. and S. ſhould give your Orators a General Releaſe, which according to the ſaid Agreement they did, as by the ſaid Releaſe under the Hands and Seals of the ſaid H. W. and S. bearing Date the 9*th* day of *January* 1665. ready to be produced to this Honourable Court, more fully it doth and may appear. And after the ſaid Releaſe was drawn, and before the ſealing thereof, the ſame was read to the ſaid H. W. and S. and peruſed by them, and declared to be a General Releaſe of all matters whatſoever, the ſaid H. W. and S. then pretended your ſaid Orators, or one of them was indebted to them in the Sum of five pounds or thereabouts, and thereupon it was conſented unto, that if any ſuch Sum was juſtly owing, the ſaid Releaſe

ſhould

ſhould not extend to diſcharge the ſame, or any other Sum not exceeding twenty or thirty pounds, in caſe any ſuch Sum was juſtly owing, but not otherwiſe, nor no other matter or thing whatſoever was to be excepted out of the ſame, but to all other ends, intents and purpoſes the ſame was declared, intended and taken to be a General Releaſe of all Actions, Debts, Duties, Claims and Demands whatſoever, but no other thing was agreed, conſented to or promiſed by your ſaid Orators, that the ſaid Releaſe ſhould not exted to, nor hath the ſaid Releaſe been altered in any particular ſince the ſealing thereof: And your Orators are ſo far from being indebted unto the ſaid H.W. and S. or any of them, that your Orators hope to prove that the ſaid H. is juſtly indebted unto them your ſaid Orators in the Sum of 4 *l.* 3 *s.* 6 *d.* for Goods ſold and delivered to him. All which ſaid Premiſſes your Orators hope they ſhall make fully appear by ſeveral Proofs and Teſtimonies if need be, which they could not produce within the ſaid City of *London* before the ſaid Lord Mayor and his Brethren the Aldermen of the ſaid City of *London*, your Orators ſhewing unto your Honour, that one R. R. a material Witneſs for your ſaid Orators concerning the ſaid Premiſſes at the time of Exhibiting the ſaid Bill of Complaint againſt your ſaid Orators in the City of *London* to the ſaid Lord Mayor and his Brethen the Aldermen, then lived and reſided, and ſtill liveth and reſideth at *Weſtminſter* without the Juriſdiction of the ſaid Lord Mayor and his Brethren the Aldermen of the ſaid City of *London*, whereby your ſaid Orators had no remedy to compel the ſaid R. R. to be examined, or to give his Teſtimony in the ſaid Cauſe in the City of *London* concerning the ſaid Premiſſes. In tender conſideration whereof, and foraſmuch as for want

of Juriſdiction in the ſaid Lord Mayor and his Brethren the Aldermen of the ſaid City of *London* over your Orator's Witneſſes, your Orators were remedileſs there, and it being agreeable with the Rules and Practice of this Honourable Court upon ſuch neceſſities and defects of Juriſdiction in Inferiour Court, for this High and Honourable Court to remove the Records and Proceedings thereof into this Honourable Court, and to proceed in this Honourable Court upon the ſame, and all other matters and things incident to the ſame, or whereupon your Orators ſeek relief in this Honourable Court. May it therefore pleaſe your Lordſhip not only to grant unto your Orators a Writ of *Certiorari* to be directed to the ſaid Lord Mayor of the City of *London* and his Brethren the Aldermen of the ſaid City, thereby commanding them upon the Receipt of the ſaid Writ, to certifie and remove the Records of the ſaid Bill, Anſwer, Replication and all Proceedings thereupon into this Honourable Court, but alſo to grant unto your Orators his Majeſties moſt Gracious Writ of *Subpœna* to be directed to the ſaid W. H. T. W. and J. S. thereby commanding and firmly enjoyning them, and every of them at a certain Day, and under a certain Pain therein to be limited, perſonally to be and appear before your Honour in the High and Honourable Court of *Chancery*, then and there, upon their, and either their Corporal Oaths, fully and directly to anſwer all and ſingular the Premiſſes, and to ſet forth and diſcover, whether by the ſaid Bargain and Agreement the ſaid forty four Fats of *Ruſſia* Potaſhes were not to have been taken away, and paid for within ſix Months after the Agreement, and if they were not ſo taken away and paid for, whether it were not to be in your Orators Liberty, whether they would deliver any more of them

them after that time or no, and if it were not after agreed, that the ſaid H. and W. ſhould have time only until *Michaelmas* then following, to fetch and take away the ſaid remaining part of the ſaid Pot-aſhes, and if the ſaid 15 *l.* was not left in the hands of one E. S. to make good any over weight in any the Fats of Pot-aſhes, he the ſaid E. S. had ſold them, and by their Order paid to your Orators, and allowed by your Orators towards ſatisfying for the Pot-aſhes, they the ſaid H. and W. received from your Orators; and whether it was not declared and agreed, that the ſaid Releaſe ſhould be a General Releaſe and Diſcharge to your Orators of all Actions, Debts, Dues, Claims and Demands whatſoever, except only ſuch Debt did not exceed 20 or 30 *l.* which your Orators, or the one of them did juſtly owe unto the ſaid H. W. and S. and whether they did not demand or declare that there was only about 5 *l.* owing to them, and whether they the ſaid H. and W. be not indebted unto your ſaid Orators, and in what Sum; and that your ſaid Orators may be righted and relieved in all and ſingular the Premiſſes according to Equity and good Conſcience: And the ſaid Defendants may ſtand to, obſerve and perform ſuch Order, Rule and Decree as in your Lordſhip's Wiſdom ſhall ſeem to be thought fit and meet for Orator's Relief therein. And your Orators, as in duty bound, ſhall every pray for your Lordſhip's Health and Happineſs long to continue.

Bills for Relief againſt Counter-Security.

A Bill for Relief againſt ſeveral Counter-Bonds, ſued before the Obligees were damnified.

HUmbly, *&c.* ſheweth, *&c.* That your Orator G. C. of, *&c.* on or about the 17th Day of *November* 1689. did borrow and take up at Intereſt of R. B. of, *&c.* the Sum of 100 *l.* of lawful Money of *England*; and that for the ſecuring the repayment of the ſame, with lawful Intereſt, unto the ſaid R. B. his Executors Adminiſtrators or Aſſigns, your Orator, together with E. W. of, *&c.* and T. S. of, *&c.* did become bound unto the ſaid R. B. in one Penal Bond or Obligation of the penalty of 200 *l.* for the true payment of 100 *l.* with lawful Intereſt, at a certain Day then to come, and ſince paſt, as by the ſaid Bond or Obligation, to which your Orator for the greater certainty referreth himſelf, when produced will more fully and at large appear. And your Orator further ſheweth, That on or about the 8*th* Day of *October* in the Year of our Lord 1691. your ſaid Orator having occaſion for another Sum of Money, did take up at Intereſt of T. G. of, *&c.* the Sum of 100 *l.* more, of lawful Money of *England*, and for the ſecuring the repayment of the ſame with lawful Intereſt unto the ſaid T. G. his Executors, Adminiſtrators or Aſſigns with lawful Intereſt, your ſaid Orator together with the ſaid T. S. did become bound in one Penal Bond or Obligation, in the penalty of 200 *l.* for the true payment of the ſaid Sum of 100 *l.* with lawful Intereſt at a certain day then likewiſe to come, and long ſince paſt, as by the

ſaid Bond or Obligation, to which your Orator for the greater certainty likewiſe referreth himſelf, when produced will more fully and at large appear. And your Orator further ſheweth, That on or about the 5th day of *May*, which was in the Year of our Lord 1691. your Orator having occaſion for a further Sum of Money, did borrow and take up at Intereſt of W. R. of, *&c.* the Sum of 50 *l.* of lawful Money of *England*, and for the ſecuring the repayment of the ſame with lawful Intereſt unto the ſaid W.R. his Executors, Adminiſtrators or Aſſigns, he your ſaid Orator, with the ſaid E. W. and T. S. *&c.* did become bound in one Penal Bond or Obligation, in the penalty of 100 *l.* of like lawful Money of *England*, for the true payment of the ſaid Sum of 50 *l.* with lawful Intereſt at a certain day then to come, and now long ſince paſt, as by the ſaid Bond or Obligation, had your Orator the ſame to produce, and to which your Orator for the greater certainty, referreth himſelf, when produced may more fully and at large appear. All which ſeveral Sums of Money ſo borrowed by your ſaid Orator of the ſeveral Perſons, and at ſeveral times herein before ſet forth, amount in the whole to the Sum of 250 *l.* of lawful Money of *England*, and no more, as by the ſaid ſeveral Bonds and Obligations, to which your Orator for the greater certainty refers himſelf, may more fully and at large appear. And your Orator further ſheweth, That your ſaid Orator (did at the ſame time he entred into the ſeveral Bonds to the ſeveral Perſons herein before ſet forth, the ſeveral Penalties amounting in the whole to the juſt Sum of 500 *l.* for the true payment of 250 *l.* with lawful Intereſt, and no more, to the ſeveral Perſons, of whom your ſaid Orator borrowed the ſeveral

Sums

Sums of Money, as aforesaid) enter into sever
Counter-Bonds to the aforesaid T. S. and E. W.
double the Penalties of the Bonds or Obligatio
wherein they stood bound with your Orator,
aforesaid, amounting in the whole to 1000
lawful Money of *England*, to indemnifie them
their and every of their Heirs, Executors, an
Administrators from the several Bonds wherei
they stand bound with your Orator, as aforesai
your Orator confiding in the Integrity and H
nesty of the said T. S. and E. W. not in the le
doubting that they, or either of them designe
or would at any time take any advantage,
put the said Counter-Bonds in suit against yo
Orator, unless they had been damnified by suc
their becoming bound with your Orator, as afor
said. But so it is, may it please your Lordshi
That the said T. S. and E. W. combining and co
federating themselves together, to and with R.
T. G. and W. R. and to and with several oth
Persons unknown to your Orator (whose nam
when discovered, your Orator prays may be i
serted, and they made Parties to this Suit, w
apt words to charge them as Defendants) to
feat and defraud your Orator, and to extort fr
your Orator the whole Penalties of the said
veral Bonds so entred into by your Orator, a
foresaid. And in order thereunto, they the s
T. S. and E. W. did in *Easter* Term last, sue
Process upon the several Counter-Bonds so
tred into to them by your Orator, as aforesa
issuing forth of their Majesties Court of Ki
Bench at *Winchester*, and caused your Orator to
Arrested thereupon in the County of *Middl*
where your Orator was altogether a Stranger a
uncapable of giving Bail to the Sheriff for so gr
a Sum of Money, as the Penalty of the Coun

Bon

ds ſo entred into by your Orator, as afore-
amounted to. And thereupon your Orator
been put to great charge and trouble in re-
ing himſelf to the Priſon of the *King's Bench*,
ere he ſtill remains a Priſoner, to his detri-
t and great damage, notwithſtanding the ſaid
and E.W. were never any ways damnified by
their being bound with and for your Orator,
foreſaid, your Orator always taking care to
the Intereſt, and was raiſing of Money to
in the ſaid ſeveral principal Sums of Money,
ch had certainly been paid in, had not your
tor been prevented by this unhappy Arreſt
Contrivance of the ſaid Confederates, or ſome
hem, who have not only declared againſt your
tor upon the Penalties of the ſeveral Bonds,
alſo endeavoured to gain Judgment, and
ge your Orator in Execution for the ſame.
which Actings and Doings of the ſaid Confe-
ates, are contrary to all Equity and Good
ſcience. And aforaſmuch as your Orator's
neſſes, who could prove the truth of the
miſſes, *&c.* To the end therefore that the ſaid
and E. W. may upon their ſeveral reſpective
oral Oaths ſet forth and diſcover, whether
or either of them were ever damnified by
being bound with and for your Orator in
ſeveral Bonds, as aforeſaid, before they put
Counter-Bonds in ſuit againſt your Orator,
their reaſons that induced them to put your
tor to ſuch charge and trouble, and ſhew
e if they can, why they ſhould not make
Orator ſatisfaction for the damage he hath
ined by ſuch their malitious Proſecution:
they the ſaid Confederates may true and
ct Anſwer make to all and ſingular the Pre-
s, as if particularly interrogated, and that
your

your Orator may be relieved in all and singu
the Premiſſes; may it pleaſe your Lordſhip
grant to your Orator their Majeſties moſt Gra
ous Writ of Injunction for ſtay of the Defenda
further proceedings at Law againſt your Orat
and one or more of their Majeſties moſt Gra
ous Writ or Writs of *Subpœna*, thereby comma
ing them and every of them the ſaid J. C. *&c.*
a certain day, and under a certain Pain ther
to be limited, Perſonally to be and appear bef
your Lordſhip in their Majeſties High Court
Chancery, then and there, upon their ſeveral
reſpective Corporal Oaths, *&c.*

Decrees.

Decree to enable Truſtees to Demiſe or Mortgage Lands for raiſing Money for paying younger Children Portions, for ſuch a number of Years as the Maſter ſhall approve of, with a recital of the Maſter's Report, and Confirmation thereof by the Court.

WHereas heretofore (that is to ſay) in or about the Term of which was in the Year of our Lord God (according the Computation of the Church of *England*) thouſand ſix hundred and ninety J. W. , and E. his Wife, and H. H. an Infant his Guardian Complainants, exhibited their of Complaint into the High and Honour- Court of *Chancery* againſt W. H. an Infant, *ſenior*, and R. F. Defendants, thereby ſet- forth, that J. H. Father of the Complainants d H. being ſeized of divers Lands and Tene- s, lying in S. G. and B. in the Pariſh of H. in County of W. of the value of Two hundred ds *per Annum*, did for Proviſions and Portions younger Children, make a Leaſe thereof B. the Defendant, J. W. the elder, and one C. for a long Term of Years in Truſt, for rai- 500 *l.* apice for the Complainants E. and H. hildren (*viz.*) 500 *l.* for the Complainant E. ble at her age of 21 Years, or day of Mar- , and 500 *l.* for the Complainant H. at his 21 Years, and Intereſt for their mainten- till their Portions ſhould become payable, hat the ſaid J. H. died, and D. B. did for time Act in the ſaid Truſt, and afterwards ed his Intereſt in the Premiſſes unto R. F. hat W. C. being dead, ſo that the Eſtate in

Law was in the Defendants W. and F. in Truſt, a foreſaid: And that R. H. the eldeſt Son of ſaid J. being dead, and the Defendant W. H. ing the next Heir, the ſaid W. by Combinati with the other Defendants the Truſtees, ende voured to defeat the ſaid Deed of Truſt, and hinder the Complainants of their Portions a Maintenance, and they refuſed to pay the ſ Complainant E's Portion, which was due up her Marriage, and Intereſt for the ſame; a refuſed alſo to allow the Complainant H. a thing for his Maintenance and Education. The fore that the Defendants might anſwer, and Truſtees might diſcover and ſet forth the De of Truſt, and the Date and Contents there and might join in Execution of the Truſt, a to be relieved in the Premiſſes, they the ſaid Co plainants humbly craved the Aid and Aſſiſta of this Honourable Court, and that Proceſs *Subpœna* might be thereout awarded againſt ſaid Defendants to compel them to appear a anſwer the ſaid Bill; which being granted, the Defendant therewithal ſerved, they acc dingly appeared and anſwered; the Defend the Infant, anſwering by his Guardian, eſpec ly Aſſigned him by this Court: And the De dants W. H. and R. F. by their Anſwer confe That the ſaid J. H. by his Indenture, dated fifteenth day of *November* in the eight and t tieth Year of his late Majeſties Reign, King *Ch* the Second, did demiſe to the ſaid D. B. the Defendant J. W. and W. C. a Meſſuage and ſe al Cloſes and Lands in the ſaid Deed particu mentioned, of the Yearly value of about hundred and forty pounds; To have and to to the ſaid Leſſees and their Aſſigns, from Feaſt of St. *Michael* next before the date of ſaid Indenture, for the Term of Five hun

Years, upon Truſt that the ſaid Truſtees, their Executors and Aſſigns out of the Rents and Profits of the Premiſſes ſhould handſomly and decently educate and breed up the Defendants W. H. and the Complainants E. and H. H. with ſuch convenient Schooling and Trade or Trades, or otherwiſe as by the ſaid Truſtees ſhould be thought fit and convenient, and over and above what Sum or Sums of Money ſhould be expended about the educating and bringing up the ſaid Children, ſhould out of the Rents and Profits of the Premiſſes, or otherwiſe, by letting or demiſing of the ſame to any Perſon or Perſons, for any part or parcel of the ſaid Term for Fine or Fines, with reſervation only of a Pepper-corn, or other ſmall Rent, raiſe and pay unto the ſaid W. H. and H. H. for their Portions the Sum of 500 *l.* a piece when they ſhould ſeverally attain to their reſpective ages of twenty one Years, and unto the Complainant E. the like Sum of 500 *l.* for her Portion when ſhe ſhould attain the age of twenty one Years, or at her day of Marriage, which ſhould firſt happen, as by the ſaid Indenture in the Cuſtody of the Defendant F. might appear: And that W. C. died ſoon after making the ſaid Deed, and that the other Defendant W. had not intermedled with the ſaid Truſt, but that the ſaid D. B. entred on the Truſt-Lands in the life-time of the ſaid R. H. eldeſt Son and Heir of the ſaid J. and did for ſome time maintain the younger Children, but he being an ill Husband, and becoming inſolvent, the Defendant W. H. was deſirous to have the Truſt aſſigned by the ſaid B. to the Defendant F. which B. had done by Indenture, dated the ſeventeenth day of *Auguſt* then laſt paſt, which was in his, the ſaid F's Cuſtody: And the Defendant F. ſaid, that he had been at

great charge and expences in maintaining the Defendant W. H. and in ſolliciting divers Suits for him, and in procuring the ſaid D. B. to ſurrender, and in Journeys, and taking Poſſeſſion, and otherwiſe, an Account whereof he had annexed to his Anſwer, and prayed it might be taken as part thereof, and ſaid he was willing to join with the other Defendant W. in Execution of the ſaid Truſt, ſo that he might be indempnified by the Aid of this Court; and the Defendant W. H. being then near nineteen years of age, ſubmitted himſelf to the diſcretion of this Court: And the Defendant W. by his Anſwer confeſſed he was made a Truſtee by the Indenture before ſet forth, but that he never acted in the ſaid Truſt, nevertheleſs he was ready to do any Act that this Court ſhould think ſafe for him to do about the performance of the Truſt. And all the ſaid Defendants denied Combination, and concluded their ſaid Anſwers with the general Traverſe, as by the ſaid Bill and Anſwers remaining filed, and of Record in this Honourable Court, relation being thereunto had, may more fully and at large appear: And the ſaid Cauſe thus ſtanding in Court upon Bill and Anſwer ready for hearing a day (*viz.*) the 10*th* day of *December*, in the third Year of the Reign of his now Majeſty King *James* the Second, was by this Court appointed for the hearing thereof: On which day the ſame coming accordingly to be heard in the preſence of Councel learned on both ſide, the ſubſtances of the Complainants Bill, and the Defendants Anſwers thereto appeared to be as is before recited. Whereupon, and upon debating the matter, and hearing Counſel on both ſides; this Court did think fit, and ſo Order and Decree, That the ſaid Defendant J. W. the elder, and R. F. ſhould join

in the Execution of the Truſt according to the ſaid recited Indenture, and in order thereunto ſhould receive as well the Arrears of Rent, as the growing Rents and Profits of the ſaid demiſed Premiſſes, and ſhould educate and provide for the Defendant W. H. and the Plaintiff H. H. according to the ſaid Indenture of Truſt, in ſuch manner as Sir *Lacon William Child*, one of the Maſters of this Court, ſhould approve of, and ſhould apply the reſidue of the ſaid Rents and Profits towards payment of the ſaid 500 *l.* due to the Plaintiff *Elizabeth* at her day of Marriage with Intereſt for the ſame after the rate of 6 *l. per Centum*, together with the Coſts of this Court, to be taxed by the ſaid Maſter: And that the ſame might be the more ſpeedily raiſed, the ſaid J. W. and R. F. as ſoon as conveniently they could, ſhould raiſe Money by Demiſing, Letting, Selling or Mortgaging the Premiſſes, or any part thereof to ſuch Perſon or Perſons for ſuch part of the ſaid term of 500 Years, as the ſaid Maſter ſhould approve of, and ſhould pay the ſame to the Complainant J. W. the younger, and E. his Wife: And when the ſaid H. H. ſhould come to One and twenty Years of age, the ſaid Defendants, the Truſtees W. and F. were to raiſe and pay to him his Five Hundred pounds out of the Profits of the ſaid Eſtate, or by Leaſing or Mortgaging the ſame: And the Defendants, the Truſtees were thereby protected and ſaved harmleſs by the Aid of this Court, and were to have all juſt allowances of Monies, by them, or either of them expended, and to be expended, in relation to the ſaid Truſt, the ſame to be allowed by the ſaid Maſter; purſuant to which ſaid Order, the ſaid Maſter made his Report, and certified the ſame into this Court, in theſe words following (*viz.*) **Secundo die**

Marcii Millimo ſexcenteſimo octogeſimo ſeptimo Inter Johem W. Junior & Uxorem & H. H. per Guardian Quer W. H. per Guardian J. W. Senior & R. F. Defendentes. According to an Order of the 10th of *December* laſt in the preſence of the Plaintiffs Sollicitor, and the Defendant F. I have conſidered the matters, thereby to me referred, and do think fit that the Defendant F. be allowed the Sum of Forty pounds *per Annum*, for the Maintenance and Education of the Plaintiff W. H. and alſo the Sum of Twenty pound *per Annum* for the Maintenance and Education of the Plaintiff H. H. according to the Indenture of Truſt in the ſaid Order mentioned, out of the Rents and Profits of the Demiſed Premiſſes; I have alſo conſidered of the Plaintiff's Bill of Coſts, amounting to Forty eight pounds five ſhillings and ſix pence, and do think fit to moderate and tax the ſame at Thirty ſeven pounds three ſhillings and four pence: All which I humbly certifie, and ſubmit to the Grave Judgment of this Honourable Court, *Lacon William Child*, as by the ſaid Report remaining file may appear. Now upon motion this day made unto this Court by Mr. *Dobbins*, being of the Plaintiff's Councel, and upon producing of the ſaid Report, it was prayed that the ſaid Report may ſtand confirmed, which Mr. *Freem* being of the Defendant's Councel, not oppoſing it is therefore this preſent day (that is to ſay) Saturday the 3d day of *March*, in the 4th Year of the Reign of our moſt Gracious Sovereign Lord *James* the Second, by the Grace of God of *England*, *Scotland*, *France* and *Ireland*, King, Defender of the Faith, &c. By the Right Honorable *George* Lord *Jefferys*, Baron of *Wem*, Lord Chancellor of *England*, and by the ſaid High Hono-

Honourable Court of *Chancery*, and the Power and Authority thereof ordered, that the ſaid Report, and all the matters and things therein contained, do ſtand ratified and confirmed by the Order, Authority and Decree of this Court to be obſerved and performed by all Parties according to the Tenure and true meaning thereof. And it is hereby further Ordered and Decreed (according to the aforeſaid Order of the tenth of *September* laſt) that the Defendants J. W. the elder and R. F. ſhall join in the Execution of the ſaid Truſt, according to the aforeſaid recited Indenture, and in order thereunto ſhall receive as well the Arrears of Rents, as the growing Rents and Profits of the ſaid demiſed Premiſſes, and ſhall educate and provide for the Defendant W. H. according to the ſaid Indenture of Truſt, and that the Defendant F. be allowed the Sum of Forty pounds *per Annum*, for the maintenance and education of the Defendant W. H. and alſo the Sum of Twenty pounds *per Annum* for the maintenance and education of the Plaintiff H. H. out of the Rents and Profits of the ſaid demiſed Premiſſes, according to the ſaid Maſter's Report, and ſhall apply the reſidue of the ſaid Rents and Profits towards the payment of the ſaid Five hundred pounds due to the Plaintiff E. at her day of Marriage, with Intereſt for the ſame, after the Rate of 6 *l. per Centum*, together with the ſaid 7 *l.* 3 *s.* 4 *d.* Coſts, taxed by the ſaid Maſter; and that the ſame may be the more ſpeedily raiſed, the ſaid J. W. and R. F. as ſoon as conveniently they can, ſhall raiſe Money by Demiſing, Letting, Selling or Mortgaging the Premiſſes, or any part thereof, to ſuch Perſon or Perſons, for ſuch part of the ſaid Terms of 500 Years as the ſaid Maſter ſhall approve of, and ſhall pay the

ſame to the Plaintiff J. W. the younger, and E. his Wife. And when the ſaid H. H. ſhall come to Twenty one Years of age, the ſaid Defendants, the Truſtees W. and F. are to raiſe and pay to him his Five hundred pounds out of the Profits of the ſaid Eſtate, or by Leaſing or Mortgaging the ſame. And the ſaid Defendants, the Truſtees are hereby protected and ſaved harmleſs by the Authority and Aid of this Court, and are to have all juſt allowances of Monies by them, or either of them expended, and to be expended in relation to the ſaid Truſt, the ſame to be allowed by the Maſter.

Bills to Foreclose Equity of Redemption.

The Mortgagee Exhibits his Bill to compel the Mortgager to redeem and pay off the Mortgage Money, or else to be Foreclosed and debarred the Equity of Redemption of Copyhold-Lands, Mortgaged by Surrender.

HUmbly, *&c.* sheweth, *&c.* your Orator T. D. of, *&c.* That R. G. of, *&c.* being seized in Fee to him and his Heirs, according to the Custom of the Manor of S. in the County of G. of a certain Copyhold, or Customary Messuage, and divers Lands thereto belonging, hereafter mentioned, holden of the said Manor, by Copy of Court Roll; and he, in or about the Month of *April* 1692. having occasion for the Sum of 500*l.* did make his Application to your Orator, to borrow the same of him, and affirming that the Premisses were free from all manner of Incumbrances, and that the same were a very ample security for such a Sum of Money, your Orator did consent to lend the same; and for securing the repayment thereof with Interest, the said R. G. did on, or about the 18*th* day of *April* 1692. come before E. T. Esq; Steward of the said Manor, and then surrendred by the Rod, into the hands of Dame A. M. Widow, Lady of the said Manor, by the hands and acceptance of the said Steward, all that Copyhold or Customary Messuage in S. aforesaid (names the Parcels) all which several Closes, Pieces and Parcels of Meadow, Pasture and Arable, are, or late were in the Tenure or Occupation of the said R. G. his Assigns or Undertenants, to the use and behoof

of your Orator and his Heirs and Aſſigns, with Condition, That if the aforeſaid R. G. his Heirs, Executors, Adminiſtrators or Aſſigns, did and ſhould well and truly pay to your Orator, his Executors, Adminiſtrators or Aſſigns, at, or in the *Middle-Temple-Hall London*, the Sum of 500 *l.* of lawful Money of *England*, with lawful Intereſt, on, or upon the 20*th* day of *October* then next, That then, and from thenceforth the ſaid Surrender ſhould be void, otherwiſe to remain in full force and virtue, as in and by the ſaid Surrender, which was preſented at a Court holden for the ſaid Manor, on, or about the 6*th* day of *July* laſt paſt, relation being thereunto had more at large appeareth. And your Orator further ſheweth, That the ſaid R. G. did not pay the ſaid 500 *l.* or any part thereof, nor any Intereſt for the ſame, according to the ſaid Surrender; but the ſame and the Intereſt thereof is wholly unpaid, whereby your Orator's Eſtate in the ſaid Copyhold Premiſſes is become abſolute, and he and his Heirs and Aſſigns ought peaceably and quietly to hold and enjoy the ſaid Premiſſes to him Mortgaged as aforeſaid, free from Incumbrances, according to the Surrender made to him as aforeſaid, and have a diſcovery of the ancient Surrenders, and the ſame delivered to him for the derivation and maintenance of his Title to the ſaid Premiſſes. But now ſo it is, may it pleaſe your Lordſhip, that the ſaid R.G. by Combination and Confederacy with ſome Perſon or Perſons unknown to your Orator, whoſe Name when diſcovered, he prays may be inſerted in this Bill, together with apt matter to charge them as Defendants, well knowing that the ſaid Premiſſes are very weak, and ſcanty Security for the ſaid 500 *l.* and worth very little more than the ſaid Principal Money and the Intereſt due for the

ſame

ſame, does endeavour as much as in him lies to keep your Orator out of the ſame; and your Orator having occaſion for his Money, the ſaid R. G. refuſeth to pay the ſame, pretending that your Orator's ſaid Eſtate being originally but a Mortgage, he will redeem the ſame at his pleaſure, and that in caſe your Orator ſhall enter thereon, that he will make your Orator no better than his Bailiff, and accountable to him for the Rents and Profits thereof: And it is pretended, that the ſaid Mortgaged Premiſſes are liable to, and charged, or chargeable with other Incumbrances precedent to your Orator's ſaid Mortgage; but to whom, when, or for what Conſideration he refuſeth to diſcover, whereas if any ſuch Incumbrances, there are, the ſame are voluntary and fraudulent, and for no good and valuable conſideration, and ought, and will appear in Equity fit to be ſet aſide, and are ſatisfied, and ought not to be kept on foot to prejudice the Title of your Orator, who had no notice of any the ſaid pretended Incumbrances; but in the mean time your Orator knows not how with ſafety to bring his Action for the recovery of the poſſeſſion of the Premiſſes, nor can your Orator diſpoſe of the Premiſſes, unleſs he had the ſame in his quiet poſſeſſion, freed and diſcharged of Equity of Redemption of the ſaid R. G. and he releaſe his Intereſt and Pretenſions to the Premiſſes, as in all Equity he ought to do, in caſe he refuſeth to pay what is due to your Orator, by a ſhort day to be limited by your Lordſhip: All which Actings and Doings of the ſaid R. G. and his Confederates are contrary to Equity and good Conſcience. In tender conſideration whereof, and for that your Orator is Remedileſs by the ſtrict Rules of the Common Law, and the rather for that his Witneſſes, &c. nor can your Orator diſpoſe of his

Intereſt in the Premiſſes, no Perſon being willing to deal with your Orator for it, ſo long as the ſame is ſubject to an Equity of Redemption, and your Orator hath no way otherwiſe than by your Lordſhip's Aid to compel the ſaid R. G. to redeem the Premiſſes, and pay your Orator his Principal Money with his Intereſt, Coſt and Charges by a certain day, or in default thereof to have the ſaid R. G. his Equity of Redemption barred and foreclоſed. To the end therefore that the ſaid R. G. may, *&c.* and may particularly ſet forth what Eſtates and Incumbrances the ſaid Premiſſes, or any, and what part thereof are charged with, or liable unto precedent to your Orators ſaid Mortgage, to whom, and when entred into, and for what Conſideration in Money really and truly paid, and who were Witneſſes to ſuch payment; and whether any thing, or how much is really due thereon: And that the ſaid R. G. may be compelled to pay and ſatisfie what is, and ſhall be due to your Orator for Principal Intereſt and Coſts by a ſhort day to be appointed by this Court for that purpoſe, or in default thereof, that the ſaid R. G. and all claiming under him, may be foreclоſed of all Equity of Redemption or Claim, in and to the ſaid Premiſes, and to Releaſe his Claim, Benefit and Equity of Redemption, in and to the ſame, to your Orator and his Heirs. And that your Orator, his Heirs and Aſſigns may hold and enjoy the Premiſſes againſt the ſaid R. G. and his Heirs, and all claiming by, from or under him or them abſolutely freed and diſcharged of all Equity of Redemption, and of all Incumbrances made, done or ſuffered by the ſaid R. G. or any claming by from or under him. And that the ſaid R. G. may deliver to your Orator all the Copies of Court-Rolls and other Evidences concerning the

Premiſſes

emiſſes, and your Orator relieved in the Pre-
ſes according to Equity, &c.

A Bill to Foreclose the Equity of Redemption of Lands Mortgaged.

HUmbly complaining, ſheweth unto your Lordſhip, your Oratrix A. Widow and ecutrix of the laſt Will and Teſtament of A. late Husband deceaſed, who was Executrix of laſt Will and Teſtament of B. deceaſed; That or about the Year of our Lord One thouſand hundred eighty four, C. having, or pretend- to have occaſion for a Sum of Money, did ly himſelf to the ſaid B. in his life-time, and requeſt him the ſaid B. to ſupply him the ſaid with the Sum of 500 *l.* and did propoſe to make Mortgage to him the ſaid B. of divers Meſſua-s, Lands, Tenements, or other Hereditaments the yearly value of 60 *l. per Ann.* or ſome ſuch value for the ſecuring the repayment there-with legal Intereſt for the ſame at ſome ſhort then to come, and now long ſince paſt: And the ſaid C. did at the ſame time proteſt to the B. that the ſaid Meſſuages, Lands, Tene-nts, or other Hereditaments ſo offered by him ſaid C. to be Mortgaged by the ſaid B. were and clear of, and from all prior Incumbran-whatſoever. And your Oratrix further ſhew-unto your Lordſhip, That the ſaid C. putting eat deal of confidence in the ſaid C. taking for a very honeſt Man, and that he would fully and honeſtly repay him the ſaid Five dred pounds, and legal Intereſt for the ſame, lend him the ſaid C. the ſaid Five hundred nds, which was the proper Monies of the ſaid

B. and

B. and *bona fide* paid by him the ſaid B. to the ſ
C. on or about the Twenty ninth day of *Septem*
One thouſand ſix hundred eighty four. And yo
Oratrix further ſheweth unto your Lordſhip, Th
the ſaid C. in and by Indenture, bearing date t
ſaid 29*th* day of *September*, did Bargain and S
unto the ſaid B. his Executors, Adminiſtrators a
Aſſigns, all that, *&c.* In which ſaid Indentu
there is a Proviſo contained to this or the like e
fect, That if the ſaid C. his Heirs, Executors, A
miniſtrators or Aſſigns ſhould well and truly p
or cauſe to be paid to the ſaid B. his Executo
Adminiſtrators or Aſſigns, the Sum of Five hu
dred pounds, with legal Intereſt for the ſame,
or upon the Nine and twentieth day of *Septem*
which ſhould be in the Year of our Lord C
thouſand ſix hundred eighty five; That then,
from thenceforth the ſaid Indenture, and ev
clauſe and thing therein mentioned ſhould be
terly void. And the ſaid C. did by the ſaid
denture, Covenant with the ſaid B. his Execut
Adminiſtrators and Aſſigns, to pay the ſaid S
of Five hundred pounds, with legal Intereſt,
the ſaid 29*th* day of *September* 1685. and at
place in the ſaid Indenture appointed for payn
of the ſame, as in and by the ſaid Indenture,
der the Hand and Seal of the ſaid C. in your
trix's Cuſtody, ready to be produced to this
nourable Court, may more fully and at large
pear. And your Oratrix further ſheweth
your Lordſhip, That the ſaid B. in his life-t
that is to ſay, in or about the Year, *&c.* mad
laſt Will and Teſtament in Writing, and the
made the ſaid A. your Oratrix's ſaid late Hus
deceaſed, Executor, and ſoon after died,
that the ſaid A. proved the ſaid Will in due
of Law, and took upon him the burthen of

Ex

ecution thereof, and thereby became intituled
he Money due upon the ſaid Mortgage, or to
ſaid Morgaged Premiſſes for non-payment
reof: And that being ſo intituled, the ſaid A.
in his life-time; that is to ſay, on, or about
, &c. make his laſt Will and Teſtament in
iting, and thereof made your Oratrix ſole Ex-
trix; and that your Oratrix hath proved the
Will, and taken upon her the burthen of the
ecution thereof, and is thereby become inti-
d unto the Money due upon the ſaid Mortga-
or to the ſaid Mortgaged Premiſſes for non-
ment thereof; and hath often in a fair and
ndly manner applied her ſelf to him the ſaid
and requeſted him to pay the ſaid principal
of Five hundred pounds, and the Intereſt
for the ſame, to the intent that your Oratrix
ht be inabled to perform the laſt Will and
ſtament of the ſaid B. And the ſaid C. did
n promiſe your Oratrix, that he would pay
ſatisfie the ſame; and your Oratrix well ho-
, that according to his promiſe, he the ſaid C.
uld have well and truly paid the ſaid Five
dred pounds, and what Intereſt is due for the
e, or elſe that your Oratrix ſhould have had,
enjoyed the ſaid Mortgaged Premiſſes, free
all Incumbrances, in ſatisfaction of the ſaid
e hundred pounds and Intereſt. But now ſo
, may it pleaſe your Lordſhip, that the ſaid C.
bining and Confederating with divers other
ons to your Oratrix unknown (whoſe Names,
n diſcovered, your Oratrix prays may be in-
d in this her Bill, with apt words to charge
) how to defeat and defraud your Oratrix
e ſaid Money due upon the ſaid Mortgage,
f the Mortgaged Premiſſes, that ſo they may
and divide the ſame amongſt themſelves, on

purpoſe

purpoſe to hinder your Oratrix from performi
the Will of the ſaid B. doth ſometimes pretend
and give out in Speeches, that he had convey
the ſaid Mortgaged Premiſſes to ſome other P
ſon or Perſons, for a valuable conſideration, a
thereby made an abſolute Sale of the ſame,
fore the ſame were Mortgaged to the ſaid B. a
at other times he doth pretend and give out
Speeches, that he had Mortgaged the ſame
fore, and had only the Equity of Redemption
him, at the time when he Mortgaged the ſam
the ſaid B. and that therefore if your Oratrix
have any benefit of the Mortgaged Premiſſes,
Mortgaged to the ſaid B. as aforeſaid, your O
trix muſt pay off the prior Mortgage; and at
ther times the ſaid C. doth pretend and give
in Speeches, that he hath confeſſed Judgme
Statutes and Recognizances to divers Perſons
which the ſaid Lands and Premiſſes are lia
and made other ſecret Conveyances, and ot
wiſe incumbred the Premiſſes, and yet conc
the Names of the Perſon or Perſons to whom
hath ſo Sold or Mortgaged the ſame, an
whom he hath confeſſed ſuch Judgments, Sta
and Recognizances, ſo that your Oratrix kn
not how to proceed at Law to recover the poſ
on of the Premiſſes: All which pretence
doings of the ſaid C. are contrary to Equity
good Conſcience, and tend to the manifeſt w
and injury of your Oratrix. In tender co
ration whereof, and foraſmuch as your O
hath no way or means whereby to diſcover
Incumbrances there are upon the ſaid Mort
Premiſſes, and to which they are liable, n
Foreclose the Equity of Redemption againſt
ſaid C. or his Vendees or Mortgagees in caſe
be, but in a Court of Equity before your Lor

here matters of Diſcovery are properly to be
d and made, and relief againſt ſecret and frau-
lent Conveyances is to be obtained, and the
ther for that your Oratrix's Witneſſes are either
ad beyond the Seas, or in places remote, and
your Oratrix unknown. To the end therefore
at the ſaid C. and the reſt of the Confederates,
hen diſcovered, may upon their ſeveral and re-
ective Corporal Oaths, true, full, diſtinct, di-
t and perfect Anſwer make to all and every
matters and things herein, and hereby charg-
, as particularly as if he or they were interro-
ted to every particular matter and thing. And
t the ſaid C. may upon his Corporal Oath
rticularly ſet forth and diſcover what Incum-
ances there are upon the Premiſſes, and when,
d by whom incumbred, and the nature and
nd of them, and who by name have pretended,
can pretend or claim any Title, Right or In-
reſt in, or to the ſaid Mortgaged Premiſſes,
d for what Conſiderations, whether by abſo-
e Sale, Mortgage, Judgment, Statute or Re-
gnizance, or how otherwiſe, and the Dates
d Contents of the ſame: And that the ſaid C.
y be decreed to pay your Oratrix the ſaid
ve hundred pounds, and all Intereſt for the
e now due and owing, or elſe may be abſo-
ely forecloſed of, and from all, and all man-
r of Equity and Redemption of the ſaid Mort-
ged Premiſſes, and every part and parcel
reof; and your Oratrix have ſuch other
d further Relief in the Premiſſes, as is uſual
caſes of this nature. May it therefore pleaſe
ur Lordſhip, the Premiſſes conſidered, to
nt unto your Oratrix their Majeſties moſt
acious Writ or Writs of *Subpœna* iſſuing out
this Honourable Court to the ſaid C. and the

reſt

reſt of the ſaid Confederates, when diſcovered
be directed, thereby commanding them, and
very of them, at a certain day, and under
certain pain therein to be limited, perſonally
be and appear before your Lordſhip in the
Majeſties High and Honourable Court of Ch
cery, then, and there, upon their, and every
their reſpective Corporal Oaths, a true and p
fect Anſwer to make to all and ſingular the P
miſſes: And further to ſtand to and abide fu
further Order, Direction and Decree in the P
miſſes, as to your Lordſhip ſhall ſeem meet
agreeable to Equity and good Conſcience. A
your Oratrix, as in duty bound, ſhall ever p
for your Lordſhips, *&c.*

Bills for Fees, &c.

Bill brought by a Clerk in Chancery *againſt his Client, for Fees and Diſburſements.* Vide Plea, Sect. 5.

HUmbly, *&c.* ſheweth, *&c.* unto your Lordſhip, your Orator T. T. of the *Inner-Temple London*, Gent. That your rator being bred up a Clerk in the Six Clerks ice, and actually in the ſaid Office about *Hil-* or *Eaſter Term* 1683. *R. F.* of *London*, *&c.* ha- g occaſion to commence a Suit in this Ho- rable Court againſt W. W. of, *&c.* he the ſaid F. did by himſelf and others, apply himſelf to r Orator, deſiring your Orator to undertake management and proſecution of the ſaid Suit, hfully promiſing, not only to ſatisfie and pay r Orator all ſuch Sum and Sums of Money, hould from time to time accrew and become and owing to your Orator for his Fees and burſements therein, but alſo to give to your rator for his extraordinary care and pains, the m of 5 *l.* of lawful Money of *England*, in caſe ſaid R. F. ſhould obtain a Decree in this Ho- rable Court againſt the ſaid W. W. or bring the ſaid W. W. to an Agreement before the ring of the Cauſe. And that thereupon your rator confiding in the integrity and honeſty of ſaid R. F. did undertake the management of ſaid Cauſe, wherein the ſaid R. F. was Com- nant in this Honourable Court againſt W. W. endant. And your Orator took extraordinary e and pains therein, and brought the ſaid uſe to Iſſue, and filed Interrogatories in the miner's Office for examining of Witneſſes, in order

order to the hearing of the Cauſe, inſomu
that there accrewed due, and owing to your O
rator from the ſaid R. F. for your Orator's Fe
and Diſburſements in the ſaid Cauſe, the juſt Su
of 7 *l.* 6 *s.* 10 *d.* or ſome ſuch Sum of Mone
over and above the Gratuity of 5 *l.* which he t
ſaid R. F. promiſed to give and pay unto yo
Orator, as aforeſaid, in all the juſt Sum of 1
6 *s.* 10 *d.* or ſome ſuch Sum of Money, Bills
the particulars of which your Orator long ſi
cauſed to be delivered to the ſaid R. F. or to
other Perſon or Perſons for him, and by his or
and direction. And your Orator further ſhew
That before the ſaid Cauſe was brought u
hearing, the ſaid R. F. and W. W. came to
Agreement, and all further Proceedings in
Honourable Court were ſtaid; and thereu
your Orator ſent unto the ſaid R. F. ſeveral ti
in a friendly manner, and deſired payment of
ſaid Money ſo due to your Orator from the
R. F. as aforeſaid, well hoping that the ſaid
would have had regard to his many Promiſes m
to your Orator, as aforeſaid, and have paid the ſa
but the ſaid R. F. having no regard to his R
tation, or to the Promiſes made to your Ora
as aforeſaid, refuſed to pay your Orator any
of his ſaid Debt, neither could your Orator
any other ſatisfaction from him than Scurr
Language, ſo that your Orator was conſtra
for the recovery of his juſt Debt, to be at
Charges in ſuing out ſeveral Writs againſt
the ſaid R. F. which your Orator humbly conc
under the favour of this Honourable Court,
lawful for him to do, but your Orator coul
ver procure the ſaid R. F. to be Arreſted,
to have Bail or any Appearance to grou
Declaration at the Common Law for the
very of your Orator's juſt Debt ſo due and o

your Orator from the ſaid R. F. as aforeſaid, til about *Hillary* or *Eaſter* Term laſt, that your rator with great charge and trouble compelled e ſaid R. F. to enter his Appearance in the Of- e of Pleas in their Majeſties Court of *Exchequer*, ing arreſted by a Writ of *Quo Minus* iſſuing out that Court, your Orator put in a Declaration, d the ſaid R. F. put in a Plea thereto; but your rator was adviſed not to proceed to a Trial at mmon Law until ſuch time as yur Orator had ught his Bill in this Honourable Court for the covery of a Retainer and delivery of your O- r's Bill, your Orator's Witneſſes, by reaſon of length of time, being dead that could prove ſame. And your Orator further ſheweth un- your Lordſhip, That your Orator before the mencing of this Suit, for the preventing of her charge and trouble to the ſaid R. F. and r Orator, and by reaſon your Orator would be lookt upon as vexatious, your ſaid Orator ntarily offered to go by conſent before a ſter of this Court, or otherwiſe to leave the le matter in difference between your Orator the ſaid R. F. to his the ſaid R. F's own Solli- r, but the ſaid R. F. abſolutely refuſed to do r, or to come to a fair account with your O- r, and pay your Orator his juſt Debt and rges that he hath been put unto, in, and about ecovery of the ſame. All which Actings and gs of the ſaid R. F. are contrary to the Rules quity and good Conſcience, and tend to your ors great wrong and apparent damage. In r conſideration whereof, and for aſmuch as Orator is altogether remedileſs by the ſtrict of the Common Law of this Kingdom, and rather for that your Orator's Witneſſes who prove the truth of the Premiſſes, are either &c. ſo that your Orator wholly relies

upon the Oath of the ſaid R. F. for a full diſco-very of the Truh of the Premiſſes, who when called thereto, your Orator well hopes will diſco-ver the ſame. To the end therefore that the ſaid R. F. may upon his Corporal Oath ſet forth and diſcover whether he did not retain and imploy your Orator in ſuch or what Cauſe, receive ſeveral Bills of particulars, and make ſuch Promiſes to your Orator as is herein before ſet forth, and that he may anſwer all and ſingular other the Premiſſes, as if particularly interrogated, and ſhew cauſe if he can, why he ſhould not come to a fair Account with your Orator, and pay unto your Orator all ſuch Sum and Sums of Money as ſhall appear to be juſtly due and owing to your Orator from him the ſaid R. F. with your Orator's Coſts and Charges, that he hath and ſhall be put unto for the recovery of the ſame, and that your Orator may be relieved in all and ſingular other the Premiſſes according to Equity and good Conſcience. May it pleaſe your Lordſhip, *&c.*

Note, The Defendant did Demur in Law to this Bill (which Demurrer was ſworn before Sir *John Hoskins* Knight, one of the Maſters of this Court, 4 *Julij Anno Regni Regis & Reginæ, Gul. & Mar. quarto.*)

And upon bringing on the ſaid Demurrer, to be argued before my Lord Keeper, on the 13*th* of *February* following the ſaid Demurrer was Over-ruled, and the Defendant ordered to anſwer the Plaintiffs Bill, *prout per* Order of the ſame Date.

Bills to discover Frauds.

The Complainant being maliciously Indicted at York *Assizes for a Fraud, in getting by a false pretended token from an Attorneys Clerk, Articles of Agreement deposited in his Masters Hands by the consent of the Complainant, and the other Party to the said Articles; and being bound over to Traverse the Indictment, which he did with good effect, and giving a Warrant of Attorney to confess Judgment for* 100 l. *to indemnifie an Attorney and another Person who were his Sureties for traversing the said Indictment, he brings this Bill for relief against their fraudulently entring up the Judgment absolutely for Debt.*

HUmbly, *&c.* sheweth, *&c.* your Orator T. C. of N. in the County of D. Gent. That whereas your Orator being possessed interessed in and intituled unto a Messuage th the Appurtenances in S. in the County of , and one Close thereto belonging, of the rly value of 15 *l.* for the Term of sixty years : ur Orator in or about the Month of *October* 9. demised the same to J. R. of, *&c.* in the said nty of *York* for 21 Years. And your Orator he the said J. R. about the 18*th* of *October* 9. entred into Articles touching the said de- d Premisses, and your Orator, and the said . interchangeably sealed and delivered the Articles to each other, and the same were in the Custody of one J. L. of S. aforesaid, to as well for your Orator, as also for the said . And that some time after, to wit on or a- the Month of *September*, in the Year of our 1690. there hapned some difference between Orator and the said J. R. And the said J. L.

having delivered the ſaid Articles to one J. B. the
Attorney or Sollicitr for the ſaid J. R. and the ſai
J. R. proſecuted your ſaid Orator thereupon, you
Orator having no part of the ſaid Articles in hi
Cuſtody: And your Orator went to one W.
Gent. Clerk to the ſaid J. B. and by fair mea
prevailed with the ſaid W. R. to deliver the ſa
Articles to your Orator: And afterwards, to w
on or about the 12*th* of *September*, in the Year
our Lord 1690. the ſaid J. R. at the Aſſizes the
held at the Caſtle of *York* for the ſaid County
York, cauſed your Orator to be malitiouſly in
dicted for getting the ſaid Articles out of the C
ſtody of the ſaid W. R. by a pretended falſe toke
and the ſaid Indictment was then found agai
your Orator by the Grand Jury for the County
York, and very ſhortly after Proceſs was award
againſt your Orator from the Clerk of the Aſſiz
for your Orator to appear and enter his Trave
to the ſaid Indictment, and your Orator was
reſted by vertue of the ſaid Proceſs: And on
about the 16*th* day of the ſaid Month of *Septem*
in the ſaid Year of our Lord 1690. your Ora
entred his Traverſe to the ſaid Indictment;
one J. D. of B. in the ſaid County of Y. an
torney at Law, and J. K. of, *&c.* in the ſaid Co
ty, Yeoman, became bound as Sureties with
for your Orator to proſecute his ſaid Traver
the ſaid Indictment at the ſaid next Aſſizes t
held at the Caſtle of Y. for the ſaid County
Y. And your Orator gave the ſaid D. and K
Warrant of Attorney to confeſs Judgment ag
your Orator for 100 *l.* to indemnifie them
ſaid D. and K. from becoming bound for your
rator, as aforeſaid, and for no other uſe, in
or purpoſe whatſoever. And your Orator fu
ſheweth, That on or about the 15*th* day of *M*
in the ſaid Year of our Lord 1690. your O

roſecuted the ſaid Traverſe with effect, and was ound Not guilty of the ſaid Indictment by the raverſe Jury then impanelled and ſworn to try he ſaid Traverſe; and was acquitted and diſharged of and from the ſaid Indictment; and he ſaid D. and K. nor either of them were not amnified to the value of one penny. But ſo it , may it pleaſe your Lordſhip, that the ſaid D. nd K. confederating and combining together to in your Orator, the ſaid D. hath entred or preared to be entred a Judgment againſt your Orar by virtue of the ſaid Warrant of Attorney for o *l.* beſides Coſts of Suit in his the ſaid J. D's wn name, and hath taken out Execution thereon, and hath levied your Orator's Goods and hattels by virtue thereof, to the value of 100 *l.* nd upwards, ſometimes pretending that the ſaid dgment was for a juſt Debt due to him the ſaid and at other times pretending that your Orar is greatly indebted to him the ſaid D. for other atters and things; and that the ſaid D. levied our Orator's Goods by virtue of the ſaid Judgent, to ſecure to himſelf his other Debt due to m the ſaid D. Whereas in truth the ſaid D. ry well knows that your Orator is no ways inted to him the ſaid D. nor oweth him one nny; but on the contrary the ſaid D. upon a account is indebted to your Orator, but the d D. abſolutely refuſeth to come to any Acunt, or to pay your Orator what he is juſtly inted to him, but threatens and gives out in eeches, that if your Orator pays not the ſaid o *l.* and Coſts of Suit to him the ſaid D. that will lay your Orator in Priſon, and totally n and undo your Orator: All which Doings d Actings of the ſaid D. and K. are contrary to uity and good Conſcience, and tend to the er ruin of your Orator. In tender conſidera-

tion whereof, and foraſmuch as your Orater is no way relievable in the Premiſſes by the ſtrict Rule of the Common Law, nor elſewhere ſave by the favourable Aid of this Honourable Court, where Frauds of this nature are to be puniſhed; and for aſmuch as your Orator cannot diſcover the truth of the Premiſſes, ſave by the Anſwer of the Confederates hereunto upon their Corporal Oaths in this Honourable Court, by reaſon your Orator Witneſſes who could have proved the truth of the Premiſſes, are ſome of them dead, and others removed into places remote and unknown to you Orator, yet your Orator doubts not but the Confederates will upon their Corporal Oaths in their Anſwers hereunto confeſs the truth of all and ſingular the Premiſſes: And that they may ſo do and particularly that the ſaid J. D. and J.K. and either of them may ſet forth whether or no they did become bound as Sureties for your Orator to proſecute his Traverſe, as aforeſaid: And whether your Orator did not give them a Warrant of Attorney to confeſs Judgment for 100 *l.* to indemnifie them for ſuch Suretiſhip, or for what other intent or purpoſe the ſaid Warrant of Attorney was given to the ſaid Confederates, or either of them, and what, and how much they or either of them were damnified by reaſon of the ſaid Suretiſhip, and whether or no your Orator did not proſecute the ſaid Traverſe with effect, and was acquitted of the ſaid Indictment: And that the ſaid D. may ſet forth his Reaſons why he entred the ſaid Judgment, and levied your Orator's Goods in Execution thereon, and for what he demands the ſaid 100 *l.* And that the ſaid D. and K. may full, true, perfect and diſtinct Anſwers make to all and ſingular the Premiſſes, and your Orator be relieved, *&c.* May it pleaſe, *&c.*

Bills of Diſcovery.

A Bill to Diſcover the Defendant's Title to a Leaſe.

HUmbly complaing, ſheweth unto your Lordſhip, your Orator and Oratrix H.W. of the Pariſh of J. in the County of S. d A. T. of, *&c.* in the ſaid County of S. Widow, hat one E. T. of the Pariſh of St. D. in *London* erchant Taylor, being or pretending himſelf to lawfully poſſeſſed of, or intituled to a Meſſu- e or Tenement and Garden with the Appurte- nces, ſituate, lying and being in L. M. in the unty of S. by virtue of a Leaſe made by one C. to one S. E. for the Term of Sixty Years or ereabout, whereof above Twenty Years are to come and unexpired, at, and under the arly Rent of Two pounds ten ſhillings: And an Aſſignment thereof from the ſaid E. He the d E. T. for ſecuring the repayment of the Sum One hundred pounds, which W. T. deceaſed, Brother of him the ſaid E. T. had before that e lent unto him with Intereſt for the ſame, did Aſſignment, under his Hand and Seal, duly ecuted, bearing Date on or about the Twenti- day of *November*, One thouſand ſix hundred hty and five, Aſſign, Tranſfer and ſet over un- him the ſaid W. T. his Executors, Adminiſtra- and Aſſigns, the ſaid Meſſuage or Tenement d Garden with the Appurtenances, together h the ſaid Original Leaſe; and all his the E. T's Eſtate, Right, Title, Term of Years Intereſt in, and to the ſame Premiſſes, hold unto the ſaid W. T. his Executors, miniſtrators and Aſſigns, for, and during the then Reſt, Reſidue and Remainder of

the ſaid Term of Sixty Years, in the ſai
Leaſe then to come and unexpired. Subject ne
vertheleſs to, and under a certain Proviſo or Co
dition for Redemption upon his the ſaid E. T
payment of the ſaid Sum of One hundred pound
with lawful Intereſt for the ſame, upon, or abo
the Twentieth day of the Month of *Auguſt* ne
enſuing the date of the ſaid Aſſignment, as in a
by the ſaid Leaſe and Aſſignment, ready to
produced to this Honourable Court may appe
And your Orator and Oratrix alſo further ſhe
unto your Lordſhip, that no part of the Prin
pal Sum of One hundred pounds, nor any Int
eſt for the ſame was paid according to the ſa
Condition for payment thereof, whereupon t
Aſſignment to the ſaid W. T. became abſolu
and all the Eſtate and Intereſt, by, and under t
ſaid Original Leaſe, became lawfully veſted
the ſaid W. T. And your Orator and Oratrix f
ther ſhew, That the ſaid W. T. being ſo intitu
to the ſaid Mortgaged Premiſſes, did afterwa
(to wit) about the Twelfth Day of *Auguſt*, wh
was in the Year of our Lord One thouſand
hundred eighty ſeven, duly make, ſign, ſeal
publiſh his laſt Will and Teſtament in Writi
and therein, and thereby (*inter al'*) remit and
give unto the ſaid E. T. his Brother, a Bo
wherein the ſaid E. T. ſtood bound unto the
W. T. in One hundred pounds, for the paym
of Fifty pounds and Intereſt; and alſo gave u
the ſaid E's two Daughters, the Sum of
pounds apiece, and unto himſelf and his Wi
Guinea apiece; and the ſaid Teſtator having
Aſſignment of the Leaſe and Premiſſes before m
tioned, from the ſaid E. T. for ſecuring the
Sum of One hundred pounds lent by him the
ſtator unto the ſaid E. T. with Intereſt for
ſame, did by his ſaid Will give and deviſe

your Orator the ſaid Leaſe and Aſſignment, and all his Eſtate and Intereſt in the Premiſſes; but nevertheleſs did Will and Appoint, That in Caſe the ſaid E. T. ſhould pay in the ſaid principal ſum of One hundred pounds, within two Years after his the ſaid Teſtator's Death, unto your Orator without Intereſt, then he ſaid E. T. ſhould have again the ſaid Premiſſes. And of his ſaid Will did Conſtitute and appoint your Oratrix A. T. his then Wife his Sole Executrix; and afterwards in or about the Month of *November*, which was in the Year of our Lord One Thouſand ſix hundred eighty nine, the ſaid W. T. departed his Life, without revoking or altering his ſaid Will. After whoſe Death your Oratrix A. proved the ſaid Will in the Prerogative Court of *Canterbury*; and took upon her the Execution thereof, as by the Probate of the ſaid Will, under Seal of the ſaid Court may appear. And your Oratrix A. T. did Aſſent and Agree to the ſaid Legacy given to your Orator, and did deliver the ſaid Leaſe and Deeds of Aſſignment to your Orator accordingly. And your Orator further ſheweth, That the ſaid E. T. and M. his former Wife being at the ſaid Teſtator's Houſe ſome few days after his the ſaid Teſtator's Deceaſe, the ſaid E. T. did deſire to have the ſaid Teſtator's Will read, which your Orator thereupon read to him accordingly, and upon hearing the ſaid Deviſe to your Orator read, the ſaid E. T. did expreſs and ſhew himſelf very much diſſatisfied, and blamed his Brother that he had given the ſaid mortgaged Premiſſes from the ſaid E. T. and turning to his ſaid Wife, who then ſate by, ſpake to her theſe words, or to this effect, *Now*, *Nell*, *thou muſt work for thy Living, for the Houſe at Lambeth is given from thee*; and did not alledge or pretend that any part of the ſaid Money was ſatiſ-

ſatisfied, but threatned to Conteſt the Validity of the ſaid Teſtator's Will, and endeavour to procure the ſame to be ſet aſide. And about three Months after he the ſaid E. T. did ſend a Letter unto your Orator, containing theſe words, or to the effect following, (*viz.*) Cozen W. I underſtand by my Tenant at L. that you and my Siſter T. was with 'him, and told him I had nothing to do with 'it nor power to make a Leaſe; I believe your 'Legacy is not paid, for you cannot be a Wit'neſs to the Will without quitting your Legacy 'I believe I may put aſide the Will: And it will 'be better for my Siſter *Turner*, for then ſhe will 'come in for her Thirds, and ſo ſhall I, for your 'Legacy takes you off for a Witneſs: You have 'been too forward, for the Houſe and Garden 'coſt me but Eighty pounds at fartheſt, and 'have had it Six or ſeven Years, and a Year 'and three quarters yet to come: And there is 'Mortgage upon it already, ſo that when my 'time is out, your Garden and Houſe will be 'but little worth: I have agreed with my Brother in 'his Life-time, to make the Tenant a Leaſe, and 'the Tenant had a draught of the Leaſe, but now 'you have been with him, he will neither Repair 'nor Fence, nor can I get my Rent. I underſtand 'my Siſter *Turner* will hinder me of what Money 'my Dear Brother gave me: He ſent me a Letter 'to Mr. *Collier*, with his own Hand and Seal, for 'the doing of it, which thing is very unkind. 'remain yours to ſerve you, E. T. from R. L. '*February* the ſeventh, Eighty nine. And the Superſcription of the ſaid Letter is in theſe words, (*viz.*) *Theſe for Mr.* H. W. *living in near* B. Middleſex, as by the ſame Letter, which your Orator hath left in the Hands of Mr. E. his Clerk in Court, to the end the ſaid E. T. may ſee and peruſe the ſame, doth appear. And

ſaid E. T. did afterwards, in or about the Month of *November*, which was in the Year of our Lord One thouſand ſix hundred ninety and one, account and reckon with M. W. the then Tenant of the ſaid mortgaged Premiſſes, touching the Rent due for the ſaid Premiſſes; and having received the ſame, he the ſaid E. T. did then acquaint the ſaid M. W. that the ſaid W. T. had deviſed the ſaid Mortgaged Premiſſes to your Orator; And that he the ſaid M. W. might, and ought for the future to pay his Rent for the ſaid Premiſſes to your Orator; whereupon the ſaid M. W. did Attorn and become Tenant to your Orator. And your Orator well hoped he ſhould quietly and peaceably have held and enjoyed the ſaid Mortgaged Premiſſes, as in Equity and Conſcience he ought to do, and have done. But now ſo it is, may it pleaſe your Lordſhip, That the ſaid E. T. Combining and Confederating with divers other Perſons, to your Orator and Oratrix unknown, with intent to defeat and defraud your Orator of the benefit of the ſaid Deviſe, ſo to him made by the ſaid W. T. as aforeſaid, doth now lately pretend and give out in Speeches, That he the ſaid E. T. did in the life-time of the ſaid W. T. pay and ſatisfie unto the ſaid W. T. not only the Money ſecured by the ſaid Bond, which by the ſaid Teſtators ſaid Will is mentioned to be remitted to the ſaid E. T. and had the ſaid Bond delivered up before the Death of the ſaid W. T. But did alſo pay and ſatisfie all the Money due upon the ſaid Mortgage deviſed to your Orator; and that the ſaid W. T. did give and execute ſome General Releaſe unto him the ſaid E. T. though he the ſaid E. T. did never pretend any ſuch thing till ſince the time given him by the ſaid Will for payment of the ſaid Money was expired; And upon the pre-

pretences aforeſaid, the ſaid E. T. hathe com
menced and proſecuted, and threatens to Com
mence and Proſecute divers Actions againſt th
ſaid M. W. your Orator's Tenant, for the Re
Arrear, and what ſhall become due for the ſai
Mortgaged Premiſſes, and hath exhibited his Bi
in this Honourable Court againſt your Orat
and Oratrix, to have the ſaid Mortgaged Dee
and other Writings concerning ſaid the Mortag
Premiſſes, to be delivered up to him; neverth
leſs, he ſaid the E. T. doth refuſe to diſcov
when, and where any part of the ſaid Mon
pretended to be paid, was paid, or whether
the ſaid W. T. himſelf, or by his Order, or
whom, or the Date and Contents of the ſaid p
tended Releaſe, or when, where or in whoſe p
ſence the ſame was executed, or who were W
neſſes thereunto. And in truth the ſaid E.
doth well know no part of the Money ſecured
the ſaid Bond or Mortgage, was ever payed,
ſatisfied to the ſaid W. T. And if the ſaid E.
did ever pay any Money to the ſaid W. T.
ſame was not upon account of the Money
upon the ſaid Bond or Mortgage, but was up
account of ſome other Money lent or paid
the ſaid W. T. to or for him the ſaid E. T. beſi
the Money ſecured by the ſaid Bond and Mo
gage: And the ſaid E. T. hath at divers times,
well before as ſince the death of the ſaid W.
declared he had not paid, nor ever intende
pay the Money ſecured by the ſaid Mortg
for that the ſaid Mortgaged Premiſſes were
worth near ſo much as the Money he the
W. T. lent upon the ſaid Mortgage; and
now deny that he cauſed the ſaid Letter to
Writ, or ſent the ſame to your Orator, and
ſes to diſcover whoſe Hand-writing the ſaid

althou

lthough he well knows who Writ the ſame; nd in truth the ſaid pretended Releaſe was never xecuted by the ſaid W. T. or was given upon ome other account, or ſome other Money that ad been due to the ſaid W. T. for the ſaid E. T. nd long before the time ſuch pretended Leaſe ears date, and the date thereof hath been alter- d ſince the ſame was executed: All which doings nd pretences of the ſaid E. T. are contrary to quity and good Conſcience. In tender conſi- eration whereof, and foraſmuch as all, or moſt f the ſaid Confeſſions and Declarations made y the ſaid E. T. were made in private when no erſon but your Orator was preſent, or the Wit- eſſes who could prove the ſame, and the truth f the Premiſſes, are either dead, or removed to parts beyond the Seas, to your Orator un- nown, ſo that your Orator cannot have the be- of their Teſtimony, nor can your Orator make ut the truth of the Premiſſes otherwiſe than by e Diſcovery and Confeſſion of the ſaid E. T. ho well knows all the matters aforeſaid are true. o the end therefore that the ſaid E. T. may ſet gth whether he hath paid any, and what part of oney ſecured by the ſaid Mortgage; and if he d, when, where, to whom, and in whoſe pre- nce he paid the ſame, and by what Sums or yments: And whether the ſaid W. T. did not nd and Pay divers, and what Sums of Money, , and for him the ſaid E. T. and when, beſides Money ſecured by the ſaid Mortgage and nd, and whether the Money ſecured by the d Bond was paid, and when, where and to om, and in whoſe preſence, and when the d Bond was delivered up to him; and in caſe hath any ſuch Releaſe from the ſaid W. T. as retended; that he may ſet forth the ſame *ver-*

batim,

batim, and when, at whoſe Houſe, and in what place the ſame was executed, and who writ or filled up the ſaid Releaſe, and who were preſent when the ſame was executed, and who were Witneſſes thereunto, and whether they are living or dead, where, and with whom they then lived; and when, and where ſuch of them as are dead died, and were buried; and may likewiſe ſet forth whether he did not cauſe or procure the ſaid Letter to be writ and ſent to your Orator, and who writ the ſame, and whether he doth not know whoſe Hand-writing the Letter is, and whoſe Hand-writing he doth ſuppoſe or believe the ſame to be, and whether ſuch Perſon be living or dead, and where, and with whom he lived when he wrote the ſaid Letter, and where ſuch Perſon now Lives, or did live when he laſt ſaw or heard of him: And whether he the ſaid E. T. did not uſually imploy ſome other Perſon or Perſons to write Letters for him, as in truth he did, and whom he did uſually imploy to write Letters for him, about the time the ſaid Letter bears date: And whether he the ſaid E. T. did not about the time of the date of the ſaid Letter, deſire or direct ſome Perſon, and who, to write to your Orator touching the matter treated of in the ſaid Letter: And may likewiſe ſet forth, whether he did not upon the hearing the ſaid W. T's Will read, uſe ſuch Expreſſions to his ſaid late Wife as are before ſet forth, or ſome, and what Expreſſions to ſuch, or the like, and what effect; and whether he hath not a little before and ſince the ſaid W. T's death declared he had not paid nor did intend to pay the Money ſecured by the ſaid Mortgage; and when he firſt made mention to your Orator and Oratrix, that he had paid the ſaid Mortgage-money, and had ſuch Releaſe

e now pretends he hath; and why, and for what reaſon he did not ſooner diſcloſe or mention the ſame; and may anſwer all and ſingular the Premiſſes, as fully as if the ſame were here again interrogated and particularly repeated, as well to his belief as knowledge; and may either pay your Orator what ſhall appear to be juſtly due upon the ſaid Mortgage, or that your Orator and his Aſſigns, may hold and enjoy the ſaid Mortgaged Premiſſes freed and diſcharged of, and from all Equity and Power of Redemption; and that your Orator and Oratrix may be fully relieved in all and ſingular the Premiſſes according to Equity and good Conſcience. May it pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Orator and Oratrix their Majeſties moſt Gracious Writ of *Subpœna* iſſuing out of this honourable Court, directed to him the ſaid E.T. thereby commanding him at a certain day, and under a certain Pain therein to be limited, perſonally to be and appear before your Lordſhip, then and there to anſwer the Charges aforeſaid; and further, to abide ſuch Order and Decree as ſhall by your Lordſhip be thought moſt agreeable with Equity and good Conſcience. And your Orator and Oratrix ſhall ever pray, *&c.*

Bills

To the Right Honourable the Lord *Guildford*, Lord Keeper of the Great Seal of *England*.

A Bill to diſcover what Title or Intereſt the Defendants, or any of them have to a Manor; and what Truſts, Mortgages, or other Incumbrances are upon the ſame.

HUmbly Complaining, ſheweth, your daily Orator, the Right Honourable *William* Earl of *Powis*, That *John Herle* Eſq; affirming, about a Year ſince, that himſelf, Sir *Walter Moyle* of *Buke* in the County of *Cornwal*, and Sir *James Ruſhent* of *Northwich*, in the County of *Worceſter*, were lawfully ſeized of an indefeaſable Eſtate in Fee-ſimple, or ſome of them, to them, and their Heirs for ever, of and in the Manor of *M.* with the rights, members and appurtenances thereof in the County of *M.* he the ſaid *John Herle* did propoſe the ſame to be ſold to your Orator, and did affirm that the ſaid Eſtate, and every part thereof was free from all Mortgages, Charges and Incumbrances, except one Mortgage thereof made unto *George Pit* Eſq; or ſome others in truſt for him, for the Sum of, *&c.* and did proceed to treat with your Orator for the abſolute Sale thereof; and did undertake that the ſaid Sir *Walter Moyle*, Sir *James Ruſhent*, *John Buller* Eſq; and all and every other Perſon and Perſons concerned who had or claimed any Right, Intereſt or Title in, and to the ſaid Manor, or any part thereof, ſhould joyn in the Conveyance thereof. And your Orator further ſheweth, That he not doubting the undertaking of Mr. *Herle*, in, or about the, *&c.* laſt paſt, came to an abſolute Agreement with the ſaid *John Herle*, for the purchaſe of the

Inhe

heritance of the ſaid Manor, for the Sum
, &c. which your Orator was to pay in manner
llowing: That is to ſay, the Sum of, &c. unto
e ſaid *George Pitt*, and the Sum of, &c. unto the
d *George Herle*, Sir *Walter Moyle*, and Sir *James*
ſhout, being the reſidue of the ſaid Purchaſe-
oney. And your Orator further ſheweth, That
ſecuring the Sum of, &c. unto the ſaid *George*
t, beſides the Manor of, &c. the Manor of, &c.
d ſeveral other Hereditaments were made over
he ſaid *George Pitt*, or ſome others in truſt for
n which were of a conſiderable yearly value:
d the ſaid *John Herle* did requeſt of your Ora-
that the ſaid *George Pitt* might Aſſign over
convey the ſaid Manor of, &c. and other the
reditaments which were made for the ſecurity
he Sum, &c. over and above the ſaid Manor
&c. to ſome Perſon or Perſons, ſo as the ſame
ht be diſcharged of the ſaid Mortgage which
r Orator conſented unto, and accordingly
Orator, or ſome other by his direction paid
ſaid *George* the ſaid Sum of, &c. being part of
Purchaſe-money agreed as aforeſaid to be
unto the ſaid *George Pitt*, and thereupon by
Orator's conſent, the ſaid *George Pitt* did
over all other the Manors and Hereditа-
s which he had in ſecurity for the ſaid Sum
c. unto the ſaid *John Herle*, or unto ſuch
n or Perſons, as the ſaid *John Herle* did di-
nd appoint; and your Orator well hoped,
he ſaid *John Herle*, Sir *Walter Moyle*, *John*
, and Sir *James Ruſhout* would according to
ndertaking of the ſaid *John Herle* have joyn-
the Conveyance of all and ſingular the
ſſes unto your ſaid Orator, and that your
and his Heirs might have held and injoy-
ſame free from all Incumbrances. But now
, may it pleaſe your good Lordſhip that

your Orator having paid all, or the greateſt pa
of the Purchaſe-Money; the ſaid *John Herle*, S
Walter Moyle, and *John Buller* contriving wi
Leonard Wytherly, and ſeveral other Perſons
your Orator yet unknown (who when diſcovere
your Orator humbly prays they may be ma
Parties hereunto, with apt Names and Deſcrip
ons to charge them) to diſappoint and obſtr
your ſaid Orator of, and in the ſaid Purchaſe
the ſaid Manor of, *&c.* with the Appurtenanc
or ſome part thereof, they the ſaid *J. H.* Sir *W.*
Sir *J. H. J. B.* and *L. W.* by the contrivance
foreſaid, ſome or one of them do refuſe to e
cute any Conveyance or Conveyances of
Premiſſes unto your Orator and his Heirs; whe
they do very well know, that the ſaid *J. H.* did
ledge and affirm to your Orator, that they, or ſo
or one of them had good and rightful powe
ſell, and diſpoſe of the Fee-ſimple and Inherita
of the ſaid Premiſſes, and did agree, that h
they, or ſome of them, ſhould and would ſo d
other times, do pretend and give out, that t
or ſome of them have indeed the abſolute Inh
tance of the ſaid Premiſſes: But the ſame was ſo
ſted in them in Truſt, and without their pri
and knowledge, and therefore they, or ſom
one of them will not accept thereof, nor will
or Execute any Deed, or Articles relating t
to; and at other times they do ſay, that ther
ſeveral Eſtates, Charges and Incumbrances w
do, or may affect the ſaid Premiſſes; all w
doings are contrary to Equity and good Co
ence, and tend to the apparent prejudice of
Orator. In tender Conſideration whereof:
foraſmuch as your Orator can have no reli
the Premiſſes, nor can compel the ſaid Part
execute ſuch Conveyances of the Premiſ
they ought, according to the Agreement

ſaid, and the Truſt depending upon the Eſtates in them, until they, or ſome of them diſcover what Charges, or Incumbrances the ſaid Premiſſes are ſubject and liable unto, ſave only in this Honourable Court, where matters of ſuch nature are properly and only relievable, the rather for that ſuch Witneſſes as could prove all and ſingular the ſaid Premiſſes are either dead, or removed to places to your Orator unknown: Nevertheleſs your Orator well hopes the ſaid *J. H.* and the reſt thereunto called will confeſs the truth of the Premiſſes, to be as they are herein before ſet forth, if your Lordſhip ſhall find ſufficient grounds to compel them, and every of them according to the ſaid Agreement, to convey the ſame to your Orator and his Heirs, which your Orator humbly prays, and that they, and every of them may ſet forth and diſcover whether or no, they, or ſome of them, and which of them have not, or pretend to have the Fee-ſimple, or ſome Eſtate of Inheritance, of, and in the ſaid Premiſſes, or ſome part thereof, and if ſo, from whom, what Eſtate, and how to them deſcended, or come, and whether or no they know, or believe that any other Perſon or Perſons have, or do claim any Eſtate, Right, Title or Truſt of, in, or to the ſaid Premiſſes, or any part thereof, and if ſo, what Perſon or Perſons, and what Eſtate, from whom, and how, and whether or no they, or any of them do know believe, or have heard of any Mortgage for any term of Years, or otherwiſe of the ſaid Premiſſes, or any part thereof, and if ſo, for what value, for what term or terms of Years, or otherwiſe of the ſaid Premiſſes, or any part thereof, and if ſo, for what value, and for what time or terms of Years, to whom, and by whom made of any Truſt or Truſts, Judgment or Judgments, Statute or Statutes, Charge or Charges,

or any Incumbrance or Incumbrances whatſoever, wherewith, or whereby the ſaid Premiſſes, or any part thereof now is, or hereafter may be moleſted, impleaded, charged or incumbred, and if ſo, what Truſt or Truſts, and what Incumbrance or Incumbrances the ſame be, by whom made, and of what value, and who hath or have, or ought to have the benefit thereof, and to the end the ſaid *J. H. &c.* may true and perfect anſwer make to all and ſingular the ſaid Premiſſes; may it pleaſe your Lordſhip, *&c.*

A Bill brought by the Heir and Executor of a Mortgagor to diſcover what Moneys the Mortgagee, or his Aſſigns have received of the Teſtator in his Life-time, towards ſatisfaction of the ſaid Mortgage.

HUmbly complaining, ſheweth unto your Lordſhip, your daily Orator *John Tanner* of *Court*, in the County of *Cornwal*, Eſq; Heir and Executor of the laſt Will and Teſtament of *John Tanner*, late of *Court* aforeſaid, Eſq; deceaſed, That your Orator's Father in his life-time; that is to ſay, about, *&c.* in the Year of our Lord, *&c.* made a conſiderable Purchaſe of divers Manors, Lands, Tenements, and Hereditaments in the ſaid County of *Cornwal*, and having occaſion to borrow 1000 *l.* to perfect and compleat the ſaid Purchaſe he the ſaid *John Tanner* your Orator's Father, did communicate the ſame to one *Richard Newman* of St. *Margarets Weſtminſter*, in the County of *Middleſex*, Eſq; who on, or about the Month *&c.* in the ſaid Year of our Lord, *&c.* did lend unto your Orator's ſaid Father the Sum of 1[illegible] and for ſecuring thereof, your Orator's ſaid Father did acknowledge a Judgment unto him the ſaid *Newman*, in her Majeſty's Court of *Com*

Pleas at *Weſtminſter* for 2000 *l.* or ſome ſuch great Sum to which your Orator for the more certainty referreth himſelf, which ſaid Judgment was Defeazanced that if your Orator's ſaid Father, his Heirs, Executors or Adminiſtrators, ſhould well and truly pay unto the ſaid *Richard Newman*, his Executors or Adminiſtrators, the ſaid 1000 *l.* with Intereſt for the ſame, at the rate of 6 *l. per Cent. per An.* at, or upon the, *&c.* day of, *&c.* then next following, then the ſaid Judgment to be void, as by the ſaid Defeazance, had your Orator the ſame to produce more at larger would appear, which ſaid Sum of 1000 *l.* and the Intereſt thereof, your Orator's ſaid Father had provided by the time limited in the ſaid Defeazance, and was ready to pay the ſame accordingly, and gave the ſaid *Richard Newman* notice thereof; but the ſaid Mr. *Newman* would not recieve the ſaid Money, but requeſted your Orator's Father to continue the ſame at Intereſt, alledging that he intended the ſaid Money for one of his Daughter's Portions; and ſome time after, that is to ſay, about the, *&c.* in the Year of our Lord, *&c.* the ſaid *Richard Newman* did Marry one of his Daughters, *viz. E.* to *J. O.* of the *Midle-Temple London*, Eſq; to whom the ſaid *Richard Newman* aſſigned the ſaid Judgment, and the Money thereby due, and requeſted, and ordered your Orator's ſaid Father to pay the Intereſt thereof to the ſaid *Oxingham* accordingly, in regard the ſaid *Oxingham* was at that time able to make ſuch Settlement, or Joynture on Mr. *Newman's* ſaid Daughter, as the ſaid *Newman* expected, or by the Contract of the Marriage was agreed upon, he the ſaid Mr. *Newman* and *Oxingham* intreated your Orator's Father to keep the ſaid Money at Intereſt as aforeſaid, until ſuch time as the ſaid *Oxingham* had performed the ſaid Contract of Marriage, and

ſettled ſuch Eſtate on his ſaid Wife as was there-
by agreed upon: Your Orator further ſheweth
That your Orator's ſaid Father did from time to
time, conſtantly pay the ſaid *Richard Newman*
the Intereſt Money, until the ſaid *Oxingham*'s In-
ter-marriage, and from thenceforth did likewiſe
duely pay the ſaid *Oxingham* the Intereſt thereof
as it became due and payable during the life-time
of the ſaid *Oxingham*, who departed this Life, on
or about the, *&c.* in the Year of our Lord, *&c.*
And your Orator's ſaid Father during his life-time
punctually paid the ſame to the ſaid *Richard New-*
man, as Guardian and Truſtee for ſome, or one
of the Children of the ſaid *Oxingham*. But your
Orator's ſaid Father, on or about *September* laſt
paſt, falling ſick in the City of *London*, 20
Miles and upwards from his place of aboad, made
his laſt Will in Writing, and thereof made your Ora-
rator his Executor, as by the probate of the ſaid
Will in the Prerogative Court of, *&c.* ready to
be produced as this Honourable Court ſhall di-
rect, may appear; and ſoon after, that is to ſay
on or about the 6*th* day of *Novemb.* then follow-
ing died, and he the ſaid *Richard Newman* well
knowing your Orator was a perfect Stranger to
his late Father's affairs, applied himſelf to your
Orator, and demanded from your Orator 1100 *l.*
as a Debt due to him from your Orator's late
Father, to which as the ſaid *Newman* pretended
your Orator was liable, both as Heir at Law
and Executor to his ſaid Father, and that until
your Orator took ſpeedy courſe for the payment
thereof, he the ſaid Mr. *Newman* would by all
the ſevere ways and means poſſible, compel your
Orator ſo to do, telling your Orator he had
Judgment of 2000 *l.* for his Security, on which
he would take forth Execution againſt your Ora-
tor's Eſtate; and your Orator relying wholly

e integrity of the ſaid *Newman*, did without rther Examination or Enquiry, in or about the onth of *December*, 1683. pay, or cauſe to paid o the ſaid *Richard Newman* the Sum of 1253. withſtanding your Orator's Father had in his -time, from time to time paid to the ſaid *New-* and *Oxingham*, or one of them the full Inter- of the ſaid 1000 *l.* and a conſiderabl part of principal Money: And in particular, your ator's ſaid Father did pay to him the ſaid Mr. *wman* and *Oxingham*, or one of them, or to e other Perſon or Perſons, by their or one of ir Order, the ſeveral and reſpective Sums fol- ing, *viz.* 66 *l.* on the, *&c.* 66 *l.* more on *&c.* and 76 *l.* more, by the Hands of Mr. a Goldſmith, in or about *J.* then next fol- ing 50 *l.* more in *March*, *&c.* and 90 *l.* more in *rch*, *&c.* and divers other Sums of Money ich your Orator cannot diſcover. But by the rporal Oath of the ſaid *Richard Newman*, and ſaid *H.* the ſaid *Oxingham* being dead, All ich doings of the ſaid *Richard Newman* are rary to all Equity and good Conſcience, and s to your Orator's exceeding great prejudice. tender conſideration whereof, and foraſmuch your Orator is remedileſs by the ſtrict Rules he Common Law, for that your Orator's Wit- es, who could prove the ſame are either dead, one beyond the Seas, in places remote and nown to your Orator, tho' well known un- and in confederacy with the ſaid *Richard New-* and the ſaid Receipts, if any were given he reſpective Payments are either loſt or id, and come to the Hands and Cuſtody of ſaid *Richard Newman*, or ſome Perſon or Per- by his direction, privity and conſent, ſo that Orator could not have any benefit thereby, n the ſaid *Newman* ſtated his Account with

your Orator, tho' in Justice and Equity he ought to have given your Orator an Account, and that the said *Newman* in Equity and Justice ought to have given your Orator Credit for so much as the several and respective payments amounted unto, which he well knew, having kept a particular account thereof, in some or one of the Books of Account; To the end therefore, that the said Mr. *Newman* may upon his Corporal Oath set forth, and discover whether the said *Newman* did not appoint your Orator's said Father to pay the Interest of the said 1000 *l.* to the said *Oxingham*, and what he hath heard the said *Oxingham* in his life-time acknowledge, or declare what he had received from your Orator's said Father on the account of the said Debt, and what he finds entred in the Books of the said *Oxingham* touching the same: And also that the said *H.* may true and perfect answer make upon his Corporal Oath, to all and singlar the Premisses, and in particular, whether your Orators said Father did not pay the said *H.* several Sum or Sums of Money by the order, use or appointment of the said *Richard Newman*, or the said *Oxingham*, and what Sum or Sums he your Orator's said Father so paid and what he heard the said *Newman* or *Oxingham* in his life-time declare, they, or either of them had received from your Orator's said Father or any other Person or Persons by his Order or Appointment, have since the Month of *July*, paid to him the said *Richard Newman*, or his Order, or to his Use, or Account of the said Debt, and discover what, and how much he hath received from your Orator, and his said late Father any other Person or Persons by their, or any of their Appointment: And that the said *Richard Newman* may, upon his Corporal Oath declare a true Account unto your Orator, and

O

Orator may be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience: May it pleaſe your Lordſhip to grant, &c.

A Bill to diſcover what Deeds and Writings the Defendant hath concerning an Annuity; and to deliver up the Original Agreement to be cancelled touching the ſame: And to ſtay the proceedings at Law thereupon.

HUmbly complaining, ſheweth unto your Lordſhip, your Oratrix Dame *Francis Ruſſell* Widow, and Relict of Sir *John Ruſſell* Baronet deceaſed, That *Killiphet Ruſſell*, Brother of your Oratrix's late Husband being intituled to a Portion of, &c. charged upon the Eſtate of the ſaid Sir *John Ruſſell*, and payable at his Age of, &c. and to the yearly Allowance of, &c. for his Maintenance and Education, until the ſaid Portion became due; and having after his coming to the Age of 21 Years, which was in the Year of our Lord, &c. contracted very conſiderable Debts, and his Creditors preſſing him for their Monies, owing them, he the ſaid *Killephet Ruſſell*, did by the advice of his neareſt Friends and Relations, importune your Oratrix to grant unto him an Annuity of, &c. for the term of his Life, at the rate of 9 Years purchaſe, to be allowed and diſcounted out of the ſaid Portion of 1000 *l.* And your Oratrix, tho' very little inclinable to the ſame, yet in regard of his ſaid Debts, and the importunity of himſelf and Relations, who were ſollicitous for his welfare and preſervation; and were apprehenſive that he would ſpend and conſume the ſaid Portion, did conſent to grant him ſuch an Annuity, with Proviſion therein, for the appeaſing of his ſaid Creditors: To wit, that the ſaid Annuity

nuity ſhould be paid into the Hands of *Henry Warner*, Eſq; and *William Coe*, Gent. Perſons of known Ability and Reputation, and that 60 *l. per Ann.* of the ſaid Annuity, ſhould be by them applied to the diſcharge of his Debts till ſatisfied, and that he ſhould only receive 40 *l. per Ann.* of the ſaid Annuity till all his Debts diſcharged. And with further Proviſion, that the ſaid *Killiphet Ruſſell* ſhould not ſell, or make away the ſaid Annuity without the conſent of your Oratrix. And your Oratrix further ſheweth, That out of her great reſpect to the ſaid *Killiphet Ruſſell*, ſhe did then voluntarily conſent, and agree to allow for his Maintainance, until the ſaid Portion and Annuity agreed to be, as aforeſaid, granted to him in reſpect thereof, ſhould be payable after the rate of, *&c. per Ann.* And altho' he only ſtood intituled to the yearly Allowance of 30 *l.* for his Maintainance; and the ſaid *K. R.* did thereupon agree to accept of the Annuity of 100 *l. per Ann.* and the Allowance of 45 *l. per Ann.* for his Maintainance, and within a very ſhort time to Seal a Releaſe of all his Pretence and Claim to the ſaid Portion and Maintenance, and to leave, and depoſite the ſame in the Hands of one *T. P.* Gent. who was accounted, and agreed upon to be an indifferent Perſon between your Oratrix and the ſaid *K. R.* until the ſaid Annuity, or yearly Allowance of 45 *l.* ſhould be ſettled and ſecured. And your Oratrix further ſheweth, That ſhe was ready to perform the Agreement ſo made, and did very often by her ſelf and Agents offer the performance thereof; but the ſaid *K. R.* having by the advantage of the ſaid Agreement, given his Creditors ſome ſatisfaction of his care of paying the Debts by him contracted, and thereby in great part appeaſed them, did from time to time claim, and refuſe to accept the ſaid Annuity,

Seal ſuch Releaſe of his Portion as was agreed
on, and did afterwards with great importunity
application by himſelf and his Relations,
particularly by *Francis Buller*, Eſq; with whoſe
ughter he had Inter-married, preſs your Ora-
to releaſe and diſcharge him of the ſaid Con-
and Agreement, and that notwithſtanding
ſame ſhe would conſent that he might re-
ve of her out of the ſaid Eſtate, the yearly Al-
vance for Maintainance, as he originally ſtood
ruled to it, and alſo his ſaid Portion of 1000 *l.*
thereupon your Oratrix not conſulting her
n advantage, or intereſt in the ſaid Agreement,
readily incline and agree to the requeſt of the
K. R. and of his ſaid Relations, and did there-
n at his deſire pay, or order to be paid unto
Hands of the ſaid *T. P.* the ſaid 1000 *l.* for
harge of the ſaid Portions, and alſo Mo-
for the ſatisfaction of his ſaid yearly Allow-
e for Maintainance till the ſame became due;
the ſaid *K. R.* did, and that with thankful-
to your ſaid Oratrix receive the ſame, and
y part thereof, and gave Receipts and Diſ-
ges under his Hand: And did alſo deliver
the ſaid *T. P.* for your Oratrix's Uſe, the
original Agreement, or Contract to be can-
d and diſcharged But the ſaid *K. R.* confe-
ing with the ſaid *T. P.* having received and
arged the ſaid Portions, and Monies for
tainance, did prevail with the ſaid *T. P.* to
iver unto him the ſaid original Agreement
e ſaid Annuity, and doth now Sue your O-
x at Law for the ſaid Annuity which he hath
and had allowance of the ſaid 1000 *l.* which
he conſideration thereof, contrary to all Ju-
And the ſaid *K. R.* at ſome times pretends
nds intituled to 60 *l.* And for his Maintain-
and Education from the death of his Father,

Sir

Sir *Francis Russell*, which happened about 20 Ye
since, and pretends to charge the same upon yo
Oratrix, and the Estate of her late Husband wh
is vested upon her, upon several Trusts by t
Decree of this Honourable Court, and to ma
the same answerable after the rate of 60 *l. per A*
ever since the death of the said Sir *Francis*, a
in his Conscience he well knows, or believes
the Truth is, that the said Sir *John Russell*, and
Estate by Agreement with the said Sir *Francis*
his life-time, were only to answer 30 *l. per A*
for the said *K.* his Maintainance, until his P
tion should become due; and that the same M
tainance, and also the said Portions were vo
tarily agreed to, and taken upon him the
Sir *John Russell*, the said Sir *Francis* being
Tenant for life, and having no power to ch
the Estate with Portions or Maintainance, and
said Sir *John Russell* did according to the sai
greement constantly until his death, which
ned about the Year, *&c.* pay the said 30
An. for the Maintainance of the said *K.* and afte
death the same was paid by your Oratrix o
Order, until the time of the Agreement for
said Annuity, and then your Oratrix did vo
tarily out of respect to him agree to augmen
Allowance to 45 *l.* which was paid till he
tained the Age of 24 Years, when his Po
became due. And the said *K.* always, till you
ratrix voluntarily condescended to augmen
Maintainance to 45 *l. per Ann.* as aforesaid
cepted of the said 30 *l. per Ann.* in full sa
Maintainance, and never till now, very l
pretended to any more, and does now threat
Sue your Oratrix for the said 60 *l. per An*
refuses to discover by what Deed or Wr
or in what manner the same does as he pre
become due to him, all which actings of th

K. are contrary to all Equity and good Conence: In tender conſideration whereof, and for at it is againſt all Juſtice and Equity, that the d *K.* ſhould recover the ſaid Annuity, or have y Execution of the Agreement concerning the e, whereupon, at his own and his Friends at importunity, he hath ſince received his Porn, which was to be the conſideration for grang of the ſaid Annuity: And for that your Orix cannot otherwiſe compel the ſaid *K.* to deer up the ſaid Original Agreement to be canled, nor can diſcover the Truth of the reſt of pretences, or be relieved in the reſt of the emiſſes, but by the Oath of the ſaid *K.* and the d of this Honourable Court, the rather for that ch Witneſſes as ſhould have proved the truth of e Premiſſes are dead, or gon into remote Parts known to your Oratrix. To the end therere, That the ſaid *K.* may on his Corporal Oath ſcover the truth of the Premiſſes, and more parcularly that he may ſet forth, whether after the aking of the ſaid Argeement touching the ſaid nuity, he did not agree to wave the ſame, d inſiſt upon the payment of his 1000 *l.* Porn: And whether he did not by himſelf and his lations, importune and requeſt your Oratrix to hold him to the ſaid Agreement, but to pay the ſaid Portion, and whether the ſaid 1000 *l.* s not accordingly depoſited in the Hands of e ſaid *T. P.* for him the ſaid *K.* to recover, and ether he hath not ſince received the ſame, or at part thereof, and given diſcharge for the me, or for part thereof, and whether he hath t likewiſe received the ſaid Allowance for intainance, *viz.* 30 *l. per Ann.* as aforeſaid, and erwards 45 *l. per Ann.* or what part thereof is hind and unpaid, and what Sum and Sums of oney, he, or any by his order for his uſe have,

or

or hath received of your Oratrix, or the said
P. or any other on your Oratrix's behalf, for,
towards payment or satisfaction of his said Po
tion and Allowance for Maintainance; and wh
he now Sues your Oratrix for the said Annuity
and what Deeds or Writings, by whom and wh
delivered to him, and that he may also set fo
what ground or pretence he hath to Claim the sa
60 *l. per Ann.* Maintainance, and by what Dee
and Writings the same was settled, and by whom
and may produce such Deeds and Writings
any such there be) and that he may set for
what other Claim, or Demand he hath again
your Oratrix, or the Estate of the said Sir *Jo*
Russell, and by what Deeds or Writings, and ho
else the same doth arise or accrue, and that
may be compelled to deliver up the said Origin
Agreement, and the Writings concerning the sa
to be cancelled, and that in the mean time
proceedings at Law, for, or touching the said A
nuity, may be staied by the Injunction of this H
nourable Court: And that the said *T. P.* may
swer so much of the Premisses as concerns hi
and that the said *K. R.* may fully and particul
ly answer all the rest of the Premisses, and the C
cumstances thereof, as the same had been here
peated, and that your Oratrix may have such f
ther relief in the Premisses, as shall be agreea
to Equity and good Conscience.

A Bill to diſcover a fraudulent Conveyance made of an Eſtate, whereof the Complainant is lawfully ſeized of a Moiety in the Right of his Wife.

HUmbly complaining, ſheweth unto your Lordſhip, your Orator *Henry Archer* of the City of *Weſtminſter*, in the County of *Middleſex*, Gent. on the behalf or *Margery* his Wife, Siſter, and next Heir to *Auguſtin Bromfield*, late of the Pariſh of St. *G.* in the County of *Surry*, Gent. deceaſed, That the ſaid *Auguſtin* was in his life-time poſſeſſed of a very good perſonal Eſtate, and likewiſe ſeized of a conſiderable real Eſtate, and was alſo ſeized in his Demeſn as of Fee, or of ſome other good Eſtate of Freehold, to the uſe of himſelf and his Heirs, of, and in all that the Moiety, or one half part of all that Meſſuage or Tenement, with the Appurtenances thereunto belonging, ſituate, and being at *L.* in the County of *Surry*, and known by the ſign of, *&c.* And alſo of, and in the Moiety of one other Tenement thereto adjoyning, and alſo of, and in the Moiety of one Cloſe of Meadow Ground, called *M.* Cloſe containing, *&c.* or thereabouts, ſituate, lying, and being in *L.* in the Pariſh of *L.* and County aforeſaid, That the ſaid *A. B.* being ſeized, in, or about the Year of our Lord, *&c.* for a valuable conſideration of Money to him paid by the ſaid *W. S.* of the City of *Weſtminſter* aforeſaid, Gent. did bargain and ſell unto the ſaid *W. S.* and his Heirs, all his part and purpart of all the aforeſaid Premiſſes upon Condition, that if the ſaid *A.* or his Heirs, Executors or Aſſigns, ſhould pay unto him the ſaid *W. S.* his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* or ſome ſuch other Sum, at a certain time in the ſaid Writing menti-

mentioned now long ſince paſt, then the ſai
bargain and ſale to be void, as by the ſaid Wri
ting, had your Orator the ſame to produce, t
which, for more certainty your Orator referred
himſelf more at large, may appear. And your O
rator further ſheweth unto your Lordſhip, Tha
upon the making the ſaid Mortgage, the ſaid
B. did deliver into the cuſtody and keeping
him the ſaid *W. S.* all the Deeds and Evidence
which did any wiſe concern the Premiſſes, th
in the Month of *M.* in the Year of our Lord, &
the ſaid *W. S.* and *A. B.* came to an Accou
touching the Premiſſes, and the ſaid *A. B.* havi
occaſion for a further Sum of Money, he t
ſaid *W. S.* ſupplied him therewith, and took
abſolute Eſtate in the Premiſſes to him and h
Heirs, yet nevertheleſs he the ſaid *W. S.* by
certain Writing indented made between him t
ſaid *W. S.* of the one part, and the ſaid *A. B.*
the other part, bearing date the, *&c.* in the ſa
Year of our Lord, *&c.* he the ſaid *W. S.* did
him and his Heirs, Covenant and Agree with
ſaid *A. B.* his Heirs and Aſſigns; that in C
the ſaid *A.* his Executors or Aſſigns, did pay
cauſe to be paid unto him the ſaid *W. S.* his He
Executors or Aſſigns the full Sum of, *&c.* of la
ful Money of *England*, at ſeveral times in
ſaid Writing, for that purpoſe mentioned n
long ſince paſt, that then, and upon ſuch p
ment made, he the ſaid *W. S.* and his Heirs ſho
and would not only reconvey the Premiſſes
him the ſaid *A. B.* and his Heirs, but likewiſe
deliver to him all ſuch Deeds and Evidences, wh
were ſo delivered to him the ſaid *A. B.* touch
the Title of the Premiſſes, as by the ſaid
mentioned Writing now in the Cuſtody of y
Orator, ready to be produced to this Hono
ble Court; to which, for more certainty y

Or

rator referreth himſelf more at large may ap-
ear, That about one Year after the making the
id recited Writing, the ſaid *W. S.* died, leaving
the Wife of *T. C.* his next Heir, by reaſon
hereof ſhe obtained Letters of Adminiſtration of
, and ſingular the Goods and Chattels of the
d *W. S.* deceaſed, and one *Thomas Rookes* Stati-
er, being ſeized of the other Moiety of the
ne Premiſſes, did procure an abſolute Con-
yance from the ſaid *T. C.* and *J.* his Wife, of
their intereſt in the Premiſſes: But upon what
nſideration, or what the ſaid *Rookes* paid, your
rator is altogether ignorant, but believeth for
ne ſmall Sum, for that the ſaid *W. S.* in his
-time, and *T. C.* after his deceaſe did for ſe-
al Years receive the Rents and Profits of the
ne Premiſſes in part, and towards ſatisfaction of
ſaid Sum of, *&c.* ſo then due, as aforeſaid,
at the Moiety of the ſaid Premiſſes was for ſe-
al Years paſt, and ſtill is of the yearly value
&c. and upwards, that the ſaid *T. C.* and *T.*
are both lately deceaſed, the ſaid *T. C.* leaving
his Daughter his only Heir, who is ſince in-
arried with one *W. D.* Gent. which ſaid *W. D.*
he right of his ſaid Wife, and ſome others un-
wn to your Orator, receives and takes the
s and Profits of the Premiſſes, and hath got-
into his Poſſeſſion all the Deeds, and Eviden-
which do concern, and ſhould make out your
tor's Wives Title to the Premiſſes, whereby
Orator and his ſaid Wife are altogether re-
ileſs, for that they can prove no Title at
: And the ſaid *W. D. J. C.* and *M. R.* Wi-
, the Relict of the ſaid *T. R.* combining and
derating together to defraud your Orator
his ſaid Wife, do altogether refuſe to come
y Account with your Orator, or to give him

any ſatisfaction for the Premiſſes, although in
friendly manner they have been often ſolicite
thereunto, they the ſaid Confederates, or ſom
of them ſometimes giving out in Speeches, th
the Title which the ſaid A. B. purchaſed was
good Title; at other times, that C. ſold the Eſta
abſolute, and they value not any Defeazance, a
that the *Rookes* purchaſed the ſame in the name
ſome perſon in truſt for him; and at other tim
that they knew not your Orator's ſaid Wife to
the Siſter, and Heir of the ſaid A. B. on purp
to put your Orator by, and to hinder his ſaid W
from her juſt Claim; all which doings and de
ings of the ſaid Confederats are contrary to Rig
Equity and good Conſcience, In tender Confi
ration whereof, and for that your Orator is altog
ther remedileſs by the ſtrict Rules of the Comm
Law, for as your Orator is adviſed the Eſtate bei
abſolutely conveyed to the ſaid W. S. by the ſa
A. B. your Orator can only Claim an equita
Right, by virtue of the ſaid Defeazance. To t
intent therefore, That the ſaid W. D. J. C.
Wife, and R. together with all ſuch other C
federates as your Orator can any wiſe diſcov
who when ſo diſcovered he prays your Lo
ſhip that they may be made Parties hereun
may, and every of them ſeverally, may true a
perfect anſwer make to all and ſingular
Premiſſes herein before charged, and may
ſwer, and ſet forth what Sum of Money the
T. R. did really and *bona fide* pay for the Pre
ſes, and whether the Rents and Profits have
long ſince fully paid, reimburſed and ſatisfied
ſame unto the ſaid T. R. his Heirs, Executor
Aſſigns with a great overplus, and how m
the ſaid overplus doth amount unto, and w
hath been the real value of the aforeſaid Mo
ſi

ſince the time of the ſaid Mortgage; and they, or ſome of them may further ſet forth and diſcover whether they have not ſeen, heard or been informed that the ſaid W. S. did Seal and Execute ſuch Indenture of Defeazance as is above mentioned, and whether they, or ſome other for their uſe in truſt for them have not the keeping of the Counter-part of the ſame Defezance, and why they ſhould refuſe to Account with your Orator, and to reconvey the Premiſſes according to the ſaid Defeazance; and they, or ſome of them knowing her to be the Siſter and Heir of the ſaid A. B. And that your Orator may by the Decree of this Honourable Court be relieved in all, and ſingular the Premiſſes, May it pleaſe your Lordſhip to grant unto your Orator, *&c.*

The Demurrer of *Hugh Noden*, Eſq; one of the Defendants to the Bill of Complainat of *Richard Ward* Complainant.

A Special Demurrer to a Bill brought by a Legatee, to be relieved againſt a Bond, wherein the Complainant prays to have ſeveral Sums allowed, as Legacies charged upon the Real and Perſonal Eſtate of the Teſtator; For Incertainty, in not ſetting forth in the Bill to whom the Lands are to come after the Legacies be paid.

THE the Defendants by proteſtation not confeſſing, or acknowledging all, or any the matters and things in the Complainant's ſaid Bill, charged to be true in ſuch ſort and manner, as the ſame are therein ſet forth: The Scope of the Complainant's Bill, being as againſt this Defendant to have the ſeveral Sums of, *&c.* and, *&c.* allowed by virtue of the ſaid Will of R. W. the Com-

plainant's late Grand-father, for Demurrer there-
unto saith: That it appears by the Complainant
own shewing by his Bill, that the said R. W. by
his last Will dated the, &c. did give his real E
state in the Parish of W. in the County of S. t
his Wife K. for Life, and did thereby appoint h
Wife, and these after her who were, or should b
Owners of the said Lands, should out of th
Rents and Profits thereof pay to the Poor of
in S. the Rent Charge of 25 l. per Ann. and th
his Wife during her Life should provide for h
two Grand-children the Complainant, and his Br
ther T. who were Sons of T. W. the Grand-fathe
till they should be put out Apprentice, as
should think fit; and if she should die before t
Complainant and his said Brother, then his W
was, that the respective Owner and Owners
the time being of his said Lands, Tenements a
Hereditaments proportionable, according to w
they should pay, or cause to be paid to his
two Grand-children (during such time as t
should not be fit to put out Apprentice) 15 l.
An. apiece for their Maintainance. And al
that his said Wife, and other the Owner
Owners of the said Lands and Tenements
Hereditaments for the time being, proport
able to what they should have been paid to
said Master, to whom the Complainant sh
be put out 50 l. and to the Master to w
the said T. should be put out 40 l. and tha
said K. and other the Owner and Owners o
said Lands, Tenemnets and Hereditaments,
portionably to what they should have, s
pay to the Complainant 100 l. and to hi
Brother 60 l. at their respective Age of 21
or sooner, if they should be out of their Ap
tiships, so as the Complainant and his B
respectively should Seal and Deliver to hi

Wife K. and other the Owner and Owners of the ſaid Lands, Tenements and Hereditaments, ſuch General Releaſes of all their Right, Title, Claim and Demand to the Teſtator's Perſonal Eſtate, or to any his ſaid Lands, Tenements and Hereditaments, or any part thereof, in ſuch manner as his ſaid Wife, or other the Owner or Owners of his ſaid Lands, Tenements and Hereditaments, as his and their Councel ſhould direct; and if the ſaid Complainants, or his Brother refuſed to give ſuch Diſcharge or Releaſe, then the ſaid Legacy of 60 *l.* ſhould become due and payable to him: Then he appointed that his ſaid Wife, and other the Owner and Owners of his Lands, Tenements and Hereditaments, proportionably to what they ſhould have, ſhould pay to the Complainant the 60 *l.* to be added to the ſaid 100 *l.* And made the ſaid K. Executrix of the ſaid Will; and ſoon after died. But in aſmuch as it doth not appear by the Complainant's Bill to whom the ſaid Teſtator did give the ſaid Lands, Tenements and Hereditaments, charged with the ſaid Legacies, after the Death of his ſaid Wife K. nor to whom the ſame did diſcend, or come after her Death, nor who were, or are the reſpective Owners of the ſame, nor what proportion ſuch Owner or Owners have in the ſaid Lands, nor what are the yearly value of the ſame, or for that ſuch Owner or Owners are not made Parties to this Suit, and for that it doth not appear by the Complainant's Bill, That this Defendant is Owner of the ſaid Lands, or any part thereof, or has any Right or Title to the ſame, or any ways liable to the ſaid Will, or otherwiſe to pay the Legacy demanded by the ſaid Bill; and for that it is ſuggeſted by the ſaid Bill, That there are other Children or Grand-children of the Teſtator, beſides the Complainant or his Brother T. who, or ſome of whom,

for ought appears to the contrary, are Heir, or Heirs at Law to the ſaid Teſtator or Owner, or Owners of the ſaid Lands, or have Title to the ſame who are Infants, and not made Parties to this Suit; and for that there is not ſufficient quantity charged in the Bill to ground any Decree againſt this Defendant: And for that the ſaid Bill contains ſeveral and diſtinct Matters being to be relieved againſt a Bond, pretended to be entred into by the Complainants, unto F. B. Gent. another Defendant in the Bill named; and to have the ſaid F. B. deliver up certain Articles of Agreement mentioned in the ſaid Bill, touching which it appears of the Complainant's own ſhewing that this Defendant is not, nor ever was concerned, and which is to vex this Defendant, and put him to take Examinations and Depoſitions, to his unneeceſſary chargeand trouble, contrary to the Rules and Practice of this Court. And for divers other Errors in the ſaid Bill contained, this Defendant doth demur in Law thereto, and humbly craves the Judgment of this Honourable Court, whether he ſhall be compelled to make any further, or other Anſwer thereto, and prays to be hence diſmiſſed with his Coſts.

T. Powis.

The

he Anſwer of *John Herle*, Eſq; one of the Defendants to the Bill of Complaint of the Right Honourable *William* Earl of *Powis*.

An Anſwer to a Bill brought for Diſcovery of the Title to a Manor; and what Incumbrances are thereupon: Wherein the Defendant ſets forth, in what Perſons the Title thereof was, at the time when the Complainant purchaſed the ſame. But denies, That he is concerned in any contrivance to diſappoint, or obſtruct the Complainant in his ſaid Purchaſe; or, that he refuſeth to execute any Conveyance thereof, which is fit for him to execute.

THIS Defendant ſaving to himſelf, now and at all times hereafter, all benefit of Exceptions the incertainties and inſufficiences in the ſaid ll of Complaint contained; for Anſwer to much thereof as this Defendant conceives, and adviſed is material for him to make Anſwer to; he ſaith, That true it is, That this Defennt did about a Year ſince propoſe the ſeveral reditaments in the ſaid Bill mentioned to the d Earl of P. to be ſold, and believes he did ſo, that he, this Defendant, or Sir W. M. and J. R. or ſome of them were ſeized of, and in indefeazable Eſtate in Fee-ſimple: And this fendant ſaith he believes it to be true, that he then affirm, that the ſaid Premiſſes and every t thereof was, or were free from all Charges, rtgages and Incumbrances; except the Mortge thereof made to G. P. Eſq; or ſome others truſt for him, as in the ſaid Bill mentioned, and cept the remainder of a Term of 500 Years, ged in Mr. Serjeant P. and this Defen-t, or one of them, which by Agreement, was

to be aſſigned unto the ſaid W. Earl of P. or ſuch Perſon or Perſons, as he ſhould appoint, if he proceeded in the Purchaſe thereof. And this Defendant ſaith, he doth not know, or remember that the ſaid Premiſſes, or any part thereof are ſubject to any Mortgage or Mortgages, Charge or Charges, Incumbrance or Incumbrances, other than, and except the ſaid Mortgage thereof made to the ſaid G. P. or his Truſtees, wherewith the ſaid W. Earl of P. was acquainted by this Defendant and others, that the ſaid Remainder for the Term of 500 Years was lodged in this Defendant and the ſaid Sir F. P. or one of them. And this Defendant ſaith, That true it is, that this Defendant did treat with the ſaid Plaintiff for the abſolute ſale thereof, and did undertake that all Perſons who had any Intereſt or Title to the ſaid Premiſſes, or any part thereof, ſhould joyn in the Conveyance thereof, or releaſe their Claim thereunto. And this Defendant ſaith, That true it is the ſaid Plaintiff and this Defendant did come to an abſolute Agreement, for the Purchaſe of the Inheritance of the ſaid Manor for the Sum of, &c. which was alſo agreed to be paid in ſuch manner as in the ſaid Bill is for that purpoſe ſet forth. And this Defendant ſaith, That true it is, that ſeveral other Hereditaments were made over to the ſaid G. P. or his Truſtees for ſecuring the ſaid Mortgage-money to him due. And that this Defendant did requeſt the Complainant, that the ſaid G. P. or his Truſtees might aſſign over and convey the ſaid other Hereditaments which were over and above the ſaid Manor of, &c. ſo as the ſame might be diſcharged of the ſaid Mortgage. And that the ſaid Complainant conſented thereunto. And this Defendant ſaith he believes it to be true, That the ſaid Plaintiff hath either paid to the ſaid G. P. the ſaid Mortgage-money, &c.

other

therwiſe ſecured, or ſatisfied him therein; and ith, that true it is, the ſaid G. P. and his Tru-ees, or ſome of them have aſſigned over the ſaid ther Hereditaments to ſuch Perſon or Perſons as his Defendant did require. But this Defendant enies that he hath, or doth contrive with any erſon or Perſons to diſappoint, or obſtruct the aid Plaintiff of, or in the ſaid Purchaſe of the id Manor of, &c. or any part thereof, or that e doth refuſe to execute any Conveyance or Con-eyances thereof, which is fit to be executed by im unto the ſaid Complainant. And this De-endant ſaith, That he doth not know of any ther Eſtate, Charge or Incumbrances which do, r may affect the ſaid Manor and Premiſſes ſo a-reed for by the ſaid Plaintiff, other than what re herein before ſet forth. And this Defendant ith, That true it is, this Defendant did pretend, nd ſo the truth was as he conceives, that the ee-ſimple of the ſaid Premiſſes was in the Defen-ant, Sir W. M. and the ſaid J. R. or ſome of em. And that the ſame was to them derived om B. Eſq; And this Defendant ſaith he doth ot know or believe, that any other Perſon or erſons, other than the ſaid G. P. and the ſaid Complainants and his Truſtees, the ſaid Sir W.M. ir J.R. Sir F. P. and this Defendant, have, or ught to have any Eſtate, Right, Title or Inter-ſt of, in, or to the ſaid Premiſſes, or any part hereof without that, &c.

W. Rawlinſon.

The

The ſeveral Anſwers and Diſclaimers of E.G. one of the ſaid Defendants to the Bill of Complaint of H. O. Eſq; Complainant.

The Defendant by his Anſwer denies the ſeveral Suggeſtions in the Complainant's Bill; and Diſclaims all Intereſt in the Monies borrowed by the Complainant, as being the Monies of a third Perſon from whom the Defendant put out the ſame; or that the Defendant ever proſecuted the Complainant at Law for the ſaid Monies.

THIS Defendant ſaving to himſelf, now, and at all times hereafter, all, and all manner of benefit and advantage of exception to the manifold incertainties, inſufficiences, and imperfections in the ſaid Complainant's Bill of Complaint contained, for Anſwer thereunto, or ſuch part thereof, as he, this Defendant is adviſed concerneth him to make Anſwer unto, he anſwereth and ſaith, That he this Defendant, and the ſaid Complainant became acquainted in, or about the time in the Complainant's Bill named, and the ſaid Complainant did impart unto him this Defendant, that he had occaſion for the borrowing 50 *l.* upon Intereſt, and for the better ſecurity of the ſaid Sum, the ſaid Complainant O. did not only pretend that he had an Action of Treſpaſs and Ejectment which the ſaid Complainant had then, or was about to commence as by the Bill is ſet forth, and upon ſuch or the like ſpecious pretences, this Defendant was prevailed upon to lend the ſaid Sum in ſuch manner, as he, this Defendant could raiſe the ſame upon the ſecurities in the Bill mentioned, but denies he ever propoſed or offered to the Complainant O. that the ſaid Mon-

ney ſo to be raiſed was any Money of his this
endant, but that it was the proper Money of
. Spinſter, by whom he was then imploy'd to
out the ſame at Intereſt, having then at this
endant's diſpoſal a conſideral Sum of the ſaid
And this Defendant further ſaith, That he
er made or prepared any Bond or Bonds, or
Security or Securities, or other Writings
tſoever, as in the Bill is falſly alledged, but
t Writing was made and prepared was brought
his Defendant ready made, and prepared by
Complainant O. or by his ſpecial direction
appointment, as he this Defendant believes
e beſt of this Defendant's remembrance. And
Defendant further ſaith, That he denieth it
e true, that he this Defendant ever did ex-
himſelf upon any pretence whatſoever, for
-payment of the ſaid Sum of 50 l. or that he
received any great or unexpected diſappoint-
t of the ſaid Sum of 50 l. according to this
ndant's Promiſe, or that if his the ſaid Plain-
occaſions would not admit of a Fortnight, or
ſhort time, he, this Defendant ſhould, or
d reckon any more than loſt time for his
le, as by the Complainant's Bill is untruly
ſted. Nor does this Defendant know, or be-
that the Complainant was in the Country,
the Bill is alledged. And this Defendant
alſo deny that he ever promiſed, that if the
lainant gave the truſt in the Bill mentioned
this Defendant, and would relie on him,
e, this Defendant would be faithful in the
and punctual in paying according to the
lainant's Directions. And this Defendant
deny, That the Monies borrowed by the
lainant was the proper Money of him, this
ant, or that he ever acquainted, or in-
the Complainant, that the name of the
ſaid

ſaid S. T. was uſed in truſt for this Defend
But that the Monies lent on the ſaid Securi
was, and is the proper Monies of the ſaid S
And this Defendant further ſaith, That he do
not believe, that the Complainant was in
Country, this Defendant believing he never
tended to be there. But believes it to be tr
That one Mr. T. C. an Attorney at Law was
ploied by the ſaid Complainant about the
pretended Affair, or Eſtate, or Ejectment, by
ſon, this Defendant paid unto the ſaid Compl
ant the Sum of 14 *l.* for the better carrying o
his ſaid pretended Ejectment. And this De
dant denies, That he the ſaid Complainant
demanded at one and the ſame time the Sum
50 *l.* but doth ſay, That the ſaid O. the C
plainant did often ſend and ſpeak to the De
dant for Money, which this Defendant hath
often ſent and paid to him. And this Defen
believeth, That all the Proceedings and Pre
ces of the ſaid Complainant was only with
tent to defraud the Defendant, or the Perſo
Perſons for whom he was intruſted of ſo
Money as he could, or might obtain from hi
them. And this Defendant doth deny, that
ver had, or made any frivolous Pretences o
paying the ſaid Sum of 50 *l.* otherwiſe than
after this Defendant had paid him ſeveral Su
Money, *viz.* 20 *l.* at one payment, and ſe
other ſmall Sums to the value of 40 *l.* or th
bouts, and finding by enquiry that the ſaid
plainant was a Perſon of very ill fame, an
ſolent, and that thoſe that intruſted this D
dant were likely to loſe what this Defendan
then paid the Complainant, did as in tru
had reaſon ſo to do, withold his Hand from
ment of the remainder of the ſaid 50 *l.*
Complainant's pretended Securities, as l

on what he had already paid, loſt, or in dan-
r ſo to be, by reaſon of the bad report and in-
vency of the ſaid Complainant. And denies,
at he promiſed for theſe 3 Years paſt the Sum
20 *l.* to make up the Sum of 50 *l.* as in the
l is falſely alledged. And this Defendant fur-
er ſaith, That as to his Trial at the *Norfolk* Aſ-
es, wherein he pretends he was damaged 100 *l.*
s Defendant is a Stranger thereunto, but hath
ard that the Complainant was non-ſuited. And
s Defendant denies, That he, this Defendant
d claim any Right or Intereſt in, and to the
d Bond, or ever pretended to have any, and
erefore this Defendant doth diſclaim any Right
Intereſt of, in, and to the ſaid Bond or Debt
e from the Complainant to the other Defen-
nts. And this Defendant doth deny, that he,
s Defendant did ever take any advantage of
e Complainant's being a Priſoner in the Cuſtody
the Warden of the *Fleet*, or that this Defendant
d ever charge, or cauſe to be charged, the Com-
inant with a Declaration at the *Common Pleas*
r, as in the Bill is falſely ſuggeſted, or that he,
s Defendant did at any time give out in Spee-
es, that he, this Defendant either already hath,
will obtain Judgment on the ſaid Bond for the
ole penalty thereof with Coſts, and levy the
ne, unleſs ſome unreaſonable Compoſition be
de with this Defendant, as in the Bill is lately
edged, denies that he owns that he told the ſaid
s. O. that he had actually paid the ſaid 50 *l.*
the ſaid Complainant; but ſaith, That he
ght ſay to the Plaintiff O. that he, this Defen-
nt had delivered the ſaid Bond and Aſſignment
the ſaid Mrs. T. the other Defendant as ac-
dingly he did. But denies, that he, this De-
dant ever declared he was to make good the
ne to the ſaid Mrs. S. T. in caſe the ſaid Com-

plainant

plainant ſhould fail therein, or words to that
the like effect. But ſaith, That the other D
fendant R. B. hath lately married the ſaid S. T. A
this Defendant denieth, that he knoweth, th
the other Defendant B. hath commenced an
ction againſt the ſaid Complainant, or that
Complainant ever offered otherwiſe, that he w
or would pay the ſaid Sum of 30 *l.* which
pretends, as aforeſaid, to have received, with
that, that any other matter or thing, *&c.*

F. Pemberton.

o the Right Honourable *George* Lord *Jefferys* Ba-ron of *Wemm*, Lord High Chancellor of *England*.

The Plaintiff being Son and Adminiſtrator to the laſt Will and Teſtament of his Father, of the Goods, &c. unadminiſtred by his Mother and T. J. *his Fathers Executors, whoſe Father having lent Sir* E. F. 400 l. *on Mortgage of Tenements and Lands in* Com. Ceſtr. *To hold from the death of* E. M. *for* 21 *Years, and Sir* E. F. *dying, and afterwards* E. M. *and* T. J. *the ſurviving Executors exhibiting their Bill in the* Exchequer Court Palatin *of* Cheſter, *and obtaining a Decree to have the* 400 l. *Intereſt and Coſts paid, or elſe to have an Aſſignment of a Leaſe, or Mortgage made to one* M. K. *by Sir* E. F. *of the ſaid Tenements with other Lands, paying ſo much of the* 1500 l. *at Intereſt, and other neceſſary diſburſements, as was not raiſed by* M. K. *and her Aſſignee, and before the ſurviving Tenants were repaid, any of the Money according to the ſaid Decree, the Earl of* Macleſfield *recovering the whole Eſtate of Sir* E. F. *under the Deviſe of his Will. The Plaintiff exhibits this Bill in this Court againſt the ſaid Earl, the Heirs of Sir* E. F. *and the Mortgagee, after the exhibiting whereof the Earl becoming outlawed for High Miſdemeanors againſt the then Government, whereby his then Majeſty became intituled to the Earl's Right in the Premiſſes, The Plaintiff Petitions to have the Attorney General made a Defendant, to ſhew Cauſe why his Majeſty's Eſtate in the Premiſſes, ſhould not be ſubject to the Plaintiff's Demands in Equity, put in the following Order.*

Umbly complaining ſheweth unto your Lordſhip, your Orator J. C. of H. in the County Gent. the natural and lawful Son of R. C. late of

of M. in the County of L. deceaſed, and Admi-
ſtrator of the laſt Will and Teſtament in W
ting, annexed of the ſaid R. C. (of his Good
Chattels, Rights and Credits unadminiſtred, a
undiſpoſed by A. C. Widow, and T. J. his Ex
cutors.) That Sir E.F. late of G. in the County
C. Baronet, being heretofore in his life-time
that is to ſay, in, or about the Year 1639, a
1640. lawfully ſeized or pretending to be lawf
ly ſeized in his Demeſn as of Fee, or ſome oth
good Eſtate of Inheritance, or otherwiſe autho
zed, or inabled to make the Grant or Leaſe
the Premiſſes herein after mentioned unto t
ſaid R. C. your Orator's ſaid late Father, amon
ſeveral other Manors, Meſſuages, Lands, Te
ments and Hereditaments in the ſaid County of
of, and in one Meſſuage or Tenement, and
and in the Lands Arable, Tenements, or by ſo
payment and payments of Money to ſeveral p
ſon or perſons in Truſt for the ſaid E. purſuant
ſuch Agreement if any ſuch there were, and d
alſo know, that a conſiderable Eſtate of the
J. T. did after his death come unto the Lands
the ſaid E. and that ſhe exhibited an Invento
thereof, to the Sum of 200 *l.* and upwards;
the ſaid J. F. alſo knows that the ſaid E. at
time of her death was poſſeſſed of a plentiful
ſtate, which is ſince come to his Hands, Powe
Cuſtody, or the Hands, Power or Cuſtody
ſome other Perſon or Perſons by his Knowle
Order, Privity or Conſent, although he en
vours to conceal the ſame, and hath exhibited
Inventory thereof, or if he hath exhibited
Inventory, many things are omitted, and ſho
what the Truth is, and the Goods therein me
oned are prized at low Rates, and under-va
tions far ſhort of what they are worth, all w
actings and doings of the ſaid J. F. are contra

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Equity and good Conſcience, and tend to your Orator's great wrong. In tender conſideration whereof, and for that your Orator is not relievable by the ſtrict Rules of the Common Law, nor elſe where but in this Honourable Court before your Lordſhips, where Matters of Fraud, or Breach of Truſt are heard and determined, and for that the Witneſſes who ſhould prove the ſaid Agreement, are either dead or gon beyond the Seas, into places remote or unknown to your Orator: Therefore that the ſaid J. F. to whom the truth of all and ſingular the Premiſſes well known, *&c.* Arable Meadow and Paſture thereunto belonging, with the Appurtenances, ſituate, lying, and being in S. in the ſaid County of C. and commonly called, or known by the name of N. and then in the Tenure or Poſſeſſion of one E. M. who was to hold and enjoy the ſame for and during his natural life, he the ſaid Sir E. F. having occaſion to uſe Moneys for the ſupply and accomodation of his Affairs and occaſions, by his Indenture bearing date the firſt day of *June*, in the 17*th* Year of the Reign of our late Sovereign Lord King *Charles* the 1*ſt.* over *England*, *&c.* and made between him the ſaid Sir E. F. of the one part, and the ſaid R. C. of the other part, and duly executed, for, and in conſideration of the Sum of 400 *l.* of lawful Money of *England*, to him the ſaid Sir E. F. well and truly paid by the ſaid R. C. did Grant, Bargain, Sell and Demiſe unto the ſaid R. C. all that the aforeſaid Meſſuage or Tenement and Lands thereto belonging, called N. with their and every of their Appurtenances. To have and to hold to the ſaid R. C. his Executors, Adminiſtrators and Aſſigns, from and after the death of the ſaid E. M. for, and during the full term and time of 21 Years from thence next enſuing, and fully to be

compleat and ended, at, and under the yearly Rent of 3 *l.* 6 *s.* 8 *d.* payable at *Midſummer* and *Martimas* in each Year by equal Portions. And in, and by the ſaid Indenture of Leaſe by the ſaid R. C. his Executors, Adminiſtrators and Aſſigns according to the ſaid Indenture, as by the ſaid Indenture of Leaſe had your Orator the ſame to produce would more fully appear. And your Orator ſheweth, That about the Year 1644. or 1645. the ſaid Sir E. F. died without Iſſue of his Body, and about the Year 1648. the ſaid E. M. departed this life, whereby the ſaid demiſed Premiſſes called N. ought to have come to the ſaid R. C. or to his Executors or Adminiſtrators for the ſame Term of 21 Years, according to the ſaind Indenture, and the ſaid R. C. relied there upon, and endeavoured to have entred on the ſaid demiſed Premiſſes, and have held the Poſſeſſion thereof, but could not obtain the ſame for the Reaſons herein after ſet forth: And ſhortly the after the ſaid R. C. made his laſt Will and Teſtament in Writing bearing date, *&c.* and there named and appointed his then Wife A. C. ſince dead, his Executrix, and about 10 Years ſince the ſaid R. C. died, leaving eight ſmall Children, having laid out greateſt part of his Eſtate for the ſaid Leaſe, which he intended ſhould be for the Proviſion and Lively-hood of his Wife and Children; and ſhortly after the death of the ſaid R. the ſaid A. the Relict proved his Will in due form of Law, and thereby became intituled to the Premiſſes called N. for the ſaid Term of 21 Years and ought to have had and enjoyed the ſame ſubject to, and under the truſt in the Will the ſaid R. C. for the benefit of his Children and left liberty for the other Executor, T. J. prove the ſaid Will at his pleaſure, and

the Year 1651. the ſaid A. died, ſhortly after whoſe death the ſaid T. J. proved the Will of the ſaid R.C. in due form of Law, and took upon him the burthen of the Execution thereof, and by virtue of the ſaid Will and Probate thereof, the ſaid T. J. became intituled to the ſaid Meſſuage and Premiſſes called N. for the remainder of the ſaid Term of 21 Years then to come. And the ſaid T. J. and his Co-executrix ever ſince the death of the ſaid R.C. whilſt they, or either of them lived, ought to have held and enjoyed the ſame Premiſſes, and from, and after the death of the ſaid A. the ſaid T. J. the ſurviving Executor ought to have enjoyed the Premiſſes, and to have received the Rents, Iſſues and Profits thereof, for the uſe and benefit of your Orators, and other the Children of the ſaid R. C. according to the ſaid Will. And your Orator ſheweth, That the ſaid Sir E. F. dying without any Iſſue of his Body, after his deceaſe one W. F. Eſq; a near Kinſman of the ſaid E. F. (and upon whom as your Orator hath been informed, and upon the Heirs-males of his Body, the ſaid Sir E. F. had ſettled his Eſtate.) and A. F. Eſq; then Son and Heir apparent of the ſaid W. F. having gotten into their, or one of their Hands or Cuſtody, the ſaid Deed or Leaſe made of the ſaid Premiſſes called N. by the ſaid Sir E. F. to the ſaid R. C. as aforeſaid, albeit they well know the Premiſſes aforeſaid to be true, and that the ſaid Sir E. F. had made the aforeſaid Leaſe to the ſaid R. C. and had Power ſo to do, yet did they the ſaid W. and A. or one of them enter upon the ſaid Meſſuage and Premiſſes called N. as on all other the Eſtate of the ſaid Sir E. F. that he left at his deceaſe, and did for divers years then next after receive the Rents, Iſſues and Profits thereof to their, or one of their own

uſe, and the ſaid W. F. did pretend that the ſaid Premiſſes called N. with divers other Lands conveyed to him and his Heirs by the ſaid Sir E. F. before the ſaid Leaſe thereof to the ſaid R. C. and ſometimes the ſaid W. F. and A. F. do pretend and give out in Speeches that the ſaid Sir E. F. hath made ſome previous Leaſe or Mortgage of the ſaid Meſſuage and Premiſſes called N. amongſt, and with divers other Meſſuages, Lands, Tenements and Hereditaments lying in S. and B. in the ſaid County of C. unto one M. K. Widow for [illegible] Years, for, and in conſideration of 1500 *l.* by her as they pretended paid to the ſaid Sir E. F. before the Deed or Leaſe made of the ſame to the ſaid R. C. and that the ſaid Money being not paid, the ſaid M. K. or her Executors or Truſtees for valuable conſiderations had aſſigned over all her Eſtate and Intereſt in the Premiſſes, unto the ſaid W. F. and A. F. or ſome other in truſt for them, or their benefit, and by whom, or pretence or means thereof, they kept out the ſaid R. C. whilſt he lived, and after his deceaſe his Executors from having or enjoying the ſaid Premiſſes called N. or receiving any the Rents, Iſſues or Profits thereof. Whereupon your Orator ſheweth, The ſaid J. the then ſurviving Executor of the ſaid R. C. about the Year of our Lord 1661. exhibited his Bill of Complaint in the Court of *Exchequer latine* of *Cheſter* againſt the ſaid W. F. A. F. and K. and one J. M. (to whom as it was pretended the ſaid M. K. had made ſome Leaſe or Grant of the Premiſſes for ſome Term determinable upon Lives which are all now expired) to be relieved in the Premiſſes, and to have an Account and Satisfaction for the Profits of the ſame Premiſſes by them received ſince the death of the ſaid E. M. that the ſaid J. might thereby be enabled to pay

he Truſt in him repoſed by his Teſtator, the ſaid
. C. unto which Bill the Defendants having put
their Anſwers, and the then Plaintiff J. having
eply'd thereto, and the parties deſcending to
ſue, divers Witneſſes were examined on both
des, and Publication being duly paſſed, the *15th*
y of *Auguſt*, in the *14th* Year of the Reign of
e late King *Charles* the Second of *England*, *&c.*
e Cauſe was fully and deliberately heard and
bated in the ſaid Court, and upon hearing
ouncil on both ſides, and reading the Depoſitions
ken in the ſaid Cauſe on either part, it did appear,
d the ſaid Court was fully ſatisfied that the ſaid
. C. did pay 400 *l.* unto the ſaid Sir E. F. for
e conſideration of the ſaid Leaſe, and therefore
d think fit that the then Plaintiff ſhould be re-
ved in the Premiſſes by having the ſaid 400 *l.*
th Intereſt thereof, and Coſts paid unto him, or
e ſhould have the ſaid Leaſe of 500 Years, aſ-
ned over unto him by the Aſſignees of the ſaid
s. K. he paying ſo much of the 1500 *l.* and In-
eſt for the ſame, and other neceſſary diſburſ-
nts, as hath not been raiſed by the ſaid
s. K. and her Aſſignee out of the Premiſſes,
to ſuch like effect. And your Orator ſhew-
, That before the ſaid J. was repaid any his
ney, *viz.* about the Year 1662. C. Earl
M. recovered the whole Eſtate of the
Sir E. F. of the ſaid W. F. and A. F. under
Deviſe of the Will of the ſaid Sir E. F. as it is
tended, or otherwiſe is in Poſſeſſion thereof by
n and virtue of ſome Decree of this Honour-
e Court, and hath ever ſince and ſtill doth
the Poſſeſſion, and receive the Rents, Iſſues
Profits thereof. And your Orator further
veth, That ſhortly after (*viz.*) about the Year
. the ſaid W. F. died, after whoſe death, *viz.*

about the Year 1663 or 1664. A. F. his Son, Heir and Executor, who as is pretended had then the Right, Title and Intereſt in the Mortgage to Mrs. K. in him, or in one Mr. T. J. in truſt for him, or to his uſe or benefit, brought his Action of Treſpaſs and Ejectment in his own Name, or in the Name of his ſaid Truſtee againſt the Earl of M. or againſt his Tenants and Occupiers of the ſaid Lands and Premiſſes in B. and S. in the ſaid Court of *Exchequer* at *Cheſter*, or in ſome other of his Majeſty's Courts, to recover the Poſſeſſion of the Lands and Premiſſes, mortgaged by the ſaid Sir E. F. to the ſaid M. K. and by her ſold and aſſigned as is pretended to the ſaid W. F. and A. F. or the ſaid Mr. T. J. or ſome other in Truſt for them or one of them: But now ſo it is, may it pleaſe your Lordſhip, that the ſaid W. F. (who hath got the Aſſignment of the ſaid Mrs. K's Mortgage, as aforeſaid) being dead, and having made A. F. Eſq; his Son and Heir, his ſole Executor of his laſt Will and Teſtament in Writing: And the ſaid A. F. being thereby, or otherwiſe intituled to the ſaid Mortgage, he the ſaid A. F. combining, and confederating with the ſaid *Charles* Earl of M. and the ſaid Mr. J. they, ſome, or one of them being in Poſſeſſion of the ſaid Sir E. F's Eſtate and of the ſaid mortgaged Premiſſes, or moſt, or ſome part thereof, as alſo of the ſaid Meſſuage and Lands called N. leaſed to the ſaid R. C. aforeſaid, and with divers other Perſons to your Orator unknown, whoſe Names when diſcovered, your Orator prayeth may be herein inſerted, and they, and every of them made Parties hereunto with apt words to charge them, and they the ſaid Confederates deſigning and contriving to prevent, defeat, deprive and exclude your Orator and other the Legatees of the ſaid R. C.

(to whom the intereſt and benefit of the ſaid Leaſe and Term of N. doth belong) of all the benefit and advantage that may, and ought to come to them thereby, and having by Combination aforeſaid, got the ſaid Leaſe of the ſaid Premiſſes called N. made by the ſaid Sir E. F. unto the ſaid R. C. as other the Deeds and Writings concerning the ſaid Premiſſes into their, or ſome, or one of their Hands, Cuſtody, Power or Privity, the ſaid Confederates do now pretend and give out in Speeches, that the ſaid Sir E. F. had no power to make the ſaid Leaſe to the ſaid R. C. when he made the ſame, but that he had before ſetled or conveyed the Premiſſes therein, with, and amongſt divers others his Lands and Eſtate to the ſaid Confederates, ſome or one of them, and their Heirs, and that they claim the ſaid Premiſſes called N. precedent to the ſaid Leaſe, Term and Eſtate made to the ſaid R. C. whereas the ſaid Confederates well know, and ſo the Truth is, that the ſaid Sir E. F. had good power to make the ſaid Leaſe of 21 Years to the ſaid R. C. when he made the ſame, and never made any Eſtate of the ſaid Premiſſes to diſable him to make the ſaid Indenture and Leaſe thereof to the ſaid R. C. And if the ſaid W. F. deceaſed, or the ſaid A. F. hath any Conveyance, or Eſtate of, or in the Premiſſes, it was executed long after the ſaid Leaſe of 21 Years to the ſaid R. C. and without any real or valuable Conſideration, and was voluntary upon Conſideration of Blood or Kindred, and ought not to prejudice the ſaid Leaſe made to the ſaid R. C. upon a valuable conſideration of Money, as aforeſaid, and if there be any Conveyance made to the ſaid Confederates or any of them, it was made upon ſome Condition or Agreement, to make good the ſaid Leaſe made to

the ſaid R. C. And the ſaid A. F. pretends and gives out in Speeches, that the Mortgage made by the ſaid Sir E. F. to the ſaid Mrs. K. was really executed a long time, or ſome time before the ſaid Leaſe of 21 Years to the ſaid R. C. and was aſſigned to his late Father W. F. for valuable conſideration, but doth not expreſs for how much and that the ſame and all the benefit thereof, and thereby is come to him the ſaid A. F. or to the ſaid Mr. J. in truſt for him, and that he is well intituled thereunto, and that the ſaid 1500 *l.* principal Money lent by the ſaid Mrs. K. on the ſaid Mortgage, and ſome great Arrear of Intereſt and Charges is ſtill due thereon, but doth not declare and ſet forth how much juſtly the ſame amounts unto: And that he will obtain and keep Poſſeſſion of all the Premiſſes mortgaged to the ſaid Mrs. K. until he has fully ſatisfied all Intereſt, Principal and Charges, which he makes to be very great and exceſſive, whereas the ſaid A.F. and the Confederates well know, and ſo the truth is, that the ſaid M. K. or her Aſſigns did ſhortly then after enter upon all the aforeſaid mortgaged Premiſſes and did hold the Poſſeſſion thereof, and did receive, or might have received the Fines, Rents, Iſſues and Profits of the ſame, and ariſing thereby for many Years amounting to a very great Sum and ſufficient to have paid and ſatisfied the ſaid Mortgage-money, Intereſt and Charges then due with an overplus, And which the ſaid A. F. and other the ſaid Confederates ought to be chargeable with and accompt for; and if the ſame M. K. had any precedent Eſtate or Mortgage of the Premiſſes leaſed to the ſaid R. C. as aforeſaid, the ſame was of that, with and amongſt ſeveral other Manors, Meſſuages, Lands, Tenements and Hereditaments of the ſaid Sir E. F. in B. and S. and

elſe

where in the County of C. which were and of the value of 500 *l. per Ann.* and upwards, are worth to be ſold 10000 *l.* and upwards, or ſome other great value, whereby the Money upon the ſaid Mrs. K's Mortgage either is, or ht have been raiſed and ſatisfied; Or if the e be not yet fully ſatisfied and raiſed, the re- e of the ſaid mortgaged Claim and Premiſſes he ſaid Mrs. K's Mortgage excluding, and with- the Premiſſes leaſed to the ſaid R. C. as afore- will do much more than ſatisfie, or at leaſt well and ſufficiently raiſe and ſatisfie the ney now juſtly remaining due upon the ſaid K's Mortgage in ſome convenient time; and Confederates that now claim the ſame may in it without prejudicing your Orator's Ti- by the ſaid Leaſe to the ſaid R. C. and ought to make any advantage of the ſaid Mortgage xclude and ſhut out your Orator from ſatisfa- and recompence for the ſaid Tenure and e granted to the ſaid R. C. upon valuable deration, as aforeſaid, and the ſaid Earl of who hath recovered and obtained poſſeſſion e ſaid Sir E. F's Eſtate, doth pretend and out in Speeches, that he as Heir to Sir E. F. by force and virtue of his Will, or otherwiſe ell intituled to redeem the ſaid mortgaged iſſes; and if there be any Money due there- to lay down the ſame, and to have a re- yance of the ſaid mortgaged Premiſſes ro his Heirs and Aſſigns, and to have the ſaid lus (in caſe any be) of what hath been recei- by virtue of the ſaid Mortgage, of Fines, Iſſues and Profits of the Premiſſes, more is due on the ſame, to his own benefit; and id Earl of M. hath now a Suit in this Ho- ble Court, depending with the ſaid A. F. and

and others to the ſame purpoſe, or to the like
fect. And all the ſaid Confederates, although t
know the ſaid Mrs. K's Mortgage to be never ſ
fied, or that the ſame might have been ſatis
or that if any Money be yet remaining due
the ſame, the reſidue of the mortgaged La
without theſe in the ſaid R. C's Leaſe will ſat
the ſame in a ſhort time, yet do they ſeek
endeavour to keep the ſaid Mortgage on foot
a colourable Title againſt the ſaid R. C's L
purpoſely to prevent and defeat your Orator,
other the Legatees to whom now the ſame d
in Equity belong, of the benefit thereof:
the ſaid Confederates have unlawfully made
contrived to and amongſt themſelves, and t
ther Perſons to their or ſome of their uſes, div
or ſome ſecret Eſtates or Conveyances of
Premiſſes, or ſome part thereof, which they
fuſe to diſcover on purpoſe to intricate and
plex the ſame, and hinder your Orator from
ving any benefit of the ſaid Leaſe made to
ſaid R. C. And the ſaid Confederates do refuſ
diſcover, or give a juſt and true account of w
Fines, Rents or Profits, they, or any of them,
thoſe under whom they claim, or any other
ſon or Perſons on their behalf, or with their
vity have had, received, or made out of, or
the ſaid mortgaged Premiſſes, or what now
mains juſtly due upon the ſaid Mortgage, o
deliver up the Leaſe of the ſaid Sir E. F. to
ſaid R. C. which they, or ſome, or one of t
have in their Cuſtody, Power or Privity, And
ſaid Sir E. F. having left no perſonal Eſtate,
the ſaid Earl of M. (who is his Executor) ha
no Aſſets perſonal, the ſaid Eſtate, Lands
Premiſſes mortgaged to the ſaid M. K. and
aſſigned to the ſaid Confederates, ought in Ju

Equity to make good to your Orator the 400 l. and Intereſt from the time of payment eof, to the ſaid Sir E. F. or at leaſt the 21 rs Profits of the ſaid N. F. with Intereſt, ſince r Orator and his ſaid Teſtator and Leſſee e been kept out of the Poſſeſſion by reaſon of ſaid Mortgage, and the Rents of the ſame e been received under ſuch Mortgage: And the ſaid Confederates refuſe to ſuffer your tor to be paid and ſatisfied out of the ſaid nor and Eſtate, and have for many Years paſt ſtill do keep off your Orator, under a pre-e of Suits between themſelves; all which proceedings are contrary to Equity and Con-nce, and tend to your Orator's great wrong injury. And your Orator further ſheweth, t ſince the Filing of this your Orator's Bill of mplaint, the aforeſaid Earl of M. is become lawed for High Miſdemeanours by Proceſs iſ-g out of his Majeſty's Court of *King's Bench*, by the proceedings, remaining of Record in ſaid Court (reference being thereunto had appear) whereby his Majeſty is intituled to t Right, or Eſtate the ſaid Earl of M. had, could pretend to have of, in, or to the ſaid miſſes, or the Rents and Profits of the ſame, to ſuch ſurplus of Money received by the ſaid rtgagees or their Aſſigns, and that ſhall be nd upon account to be remaining in their nds, over and above what will pay and ſatisfie Moneys due and owing upon the Original rtgage made to the ſaid Mrs. K. And his Ma-y (as your Orator is adviſed) hath greater Ti-to the Premiſſes than the ſaid Earl of M. had ore his ſaid Outlawry, and ſuch Eſtate of his jeſty's Subject, to your Orator's ſaid Demands Equity, as the Eſtate was before while it re-

mained

mained in the ſaid Earl of M. or in his Han
and Poſſeſſion. In tender conſideration where
and for that your Orator is remedileſs in the Pr
miſſes, at, and by the ſtrict Rules of the kno
Laws of this Land, or othewiſe, than in t
Honourable Court, for want of having the ſ
Indenture of Leaſe made to the ſaid R. C. by t
ſaid Sir E. F. and for want of Witneſſes to pro
the Sealing and Delivery thereof, and other t
matters and things herein before charged and
forth, the Witneſſes thereof being either dead,
in remote Parts where your Orator knoweth
where, or how to find them, ſo that your Ora
hath no means to diſcover the truth of all
ſingular the Premiſſes aforeſaid, or to be relie
therein, other than by the Anſwer of the
Confederates in this Honourable Court: To
end therefore, that the ſaid A. F. C. Earl of M.
J. Eſq; and other Confederates when their Na
ſhall be diſcovered may upon their reſpective O
poral Oaths, true and full Anſwer make to
and ſingular the Premiſſes aforeſaid, as fully
particularly as if the ſaid matters and things
here again repeated and interrogated; and in
ticular may ſet forth and diſcover what Eſt
Terms or Intereſt, they or any, and whic
them have, or claim to have, of, in, or to
ſaid Premiſſes, and by whom, when made,
for, or upon what Conſideration, and if ſo
curing of any Moneys, whether the ſame
ney be already raiſed or received, or how
thereof is really and juſtly yet due and o
upon the ſame; and what they, or thoſe u
whom they claim have already, or might
received, and made out of the Premiſſes, a
what true yearly value the Premiſſes now ar
were at their, or any of their entry upo

ne, or at any time ſince: And what Eſtates, erms, Aſſignments, or Intereſt of the Premiſ-, or any part thereof, they, or any, and which them have made, contrived, or granted unto, amongſt themſelves, or any, and which of them, any, and what other Perſons, and when, and on what Conſideration, and that in caſe there any Moneys upon a juſt and fair Account to made, yet remaining due upon the ſaid M. K's ortgage, that the ſaid A. F. and other the ſaid nfederates, may by the Order and Decree of s Honourable Court, be informed to receive d take the ſame out of the ſaid mortgaged Ma-rs, Meſſuages, Tenements and Premiſſes, other n the Lands and Premiſſes ſo demiſed, and lea-to the ſaid R. C. as aforeſaid, being ſufficient pay the ſame. And that your Orator may be d and ſatisfied out of the ſaid Eſtate, the ſaid l. and Intereſt, or the value of the Profits of ſaid 21 Years Leaſe with Intereſt, or that in e they, or either of them refuſing let to do ſame by the time to be limited by this Court, at then your Orator in caſe he ſhall think fit, ſee cauſe, may be admitted to lay down, and what Moneys upon a juſt and fair Account diſcount ſhall be found remaining due upon ſaid Mrs. K's Mortgage, with ſuch Perſon or ſons, as have the Right and Intereſt thereof, unto whom this Court ſhall direct the ſame belong, and that ſuch Perſon and Perſons may order'd to accept, and take the ſame of your ator, and may thereupon be ordered and de-ed to Aſſign and make over to your Orator, ſuch as he ſhall name and appoint, all their E-e, Right, Title, Intereſt, Term and Demand, in, and unto all, and every the ſaid Manors, ſſuages, Lands, Tenements and Premiſſes con-

tained,

tained, or compriſed in the ſaid Deed of Mo
gage of the ſaid Sir E. F. to the ſaid M. K. fi
and clear of all Incumbrances made, or done
him, her, them, or any of them: And that yo
Orator, his Heirs, Executors, Adminiſtrators a
Aſſigns, and every of them may from thenceſo
peaceably, and quietly have, hold, poſſeſs
enjoy all and every the ſaid Manors, Meſſuag
Lands, Tenements, and Premiſſes ſo to be aſſign
and made over, and may have and receive
Fines, Rents, Iſſues and Profits of the ſame
his own uſe and benefit, abſolutely as well aga
the Executors, Adminiſtrators and Aſſigns of
ſaid M. F. and every of them, as alſo againſt
ſaid A. F. and the ſaid E. of M. and all claim
from, by and under them, or either of them fr
and diſcharged of all Equity of Redemption,
that your Orator may have ſuch full relief in
and ſingular the Premiſſes, as ſhall appertain
Equity and good Conſcience; may it pleaſe,
(And then add as followeth, to make the Atto
General a Party according to the following
der,) and that his Majeſty's Attorney Gen
may appear, and ſhew Cauſe why his Majeſty
foreſaid Eſtate in the Premiſſes ſhould not be
ject to your Orator's ſaid Demands in Equity,
the ſame manner as the Eſtate of the ſaid
was before his ſaid Outlawry, and your Or
ſhall ever pray, *&c.*

is tertio die Januarii Anno Regni Jacobi Secundi egis, Secundo Int. J. C. *Gen. Quer. Carolum Co- item* M. *& al' Def.*

PON the Plaintiff's Humble Petition this Day preferred to the Honourable, the Ma- of the Rolls, shewing, That the said Plaintiff last *Easter* Term exhibited his Bill in this rt against the said Defendants, for the pay- of 400 *l.* with Interest, secured by Mort- of divers Lands and Tenements therein ioned by Sir E. F. deceased, whose Estate aid E. of M. claims by the last Will of the Sir E. F. And the said Earl being since the Bill exhibitted, outlawed by his Majesty for Misdemeanors, whereby his Estate is forfei- o the said King. It is thereupon ordered, the Plaintiff be at liberty to amend his Bill ut Costs, and make his said Majesty's At- y General Defendant, with apt words to e him as is usual in such Cases, as by the Petition is desired.

The

Bills for Diſcovery of Deeds, and D livering Poſſeſſion.

The Mortgager having paid the Mortgagee in his L time, Exhibits his Bill againſt the Mortgagee's E trix and others, for Diſcovery and Redelivery o Original Leaſe and Mortgage Aſſignment, and to h poſſeſſion of the Premiſſes, and Account of Profits the payment of the Mortgage-Money.

7. HUmbly complaining, *&c.* your Or E. T. of the Pariſh, *&c.* That your tor being lawfully poſſeſſed of, and gally entituled unto a certain Meſſuage or Te ment, and about three Acres of ground with Appurtenances, ſituate, lying and being in Pariſh of L. in the County of S. of the ye value of 13 *l.* or thereabouts, which your Or holds by Leaſe from Sir T. C. Knight, for a l term of Years yet to come and unexpired, a the ſaid Leaſe, had your Orator the ſame to p duce, and to which your Orator for the gre certainty refers himſelf, when produced will m fully and at large appear. And your Orator ther ſheweth unto your Lordſhip, That your O tor having occaſion for a Sum of Money, Orator did about the Month of *May*, or ſ other Month, in the Year of our Lord God, cording to the Computation of the Church *England*, One thouſand ſix hundred eighty ſe borrow and take up at Intereſt, the Sum of hundred pounds of lawful Money of *England*, and from W. T. late of R. in the ſaid County S. deceaſed, your Orator's Brother, and for ſecu the repayment thereof, with lawful Intereſt, certain Day then to come, and long ſince

our Orator did Aſſign and make over unto the
id W. T. your Orator's ſaid deceaſed Brother, the
id Meſſuage and Premiſſes, with the Appurte-
ances thereunto belonging, for, and during the
eſt and reſidue of the ſaid term and number of
ears then to come and unexpired, of, and in the
id Leaſe ſo made and granted to your Orator by
e ſaid Sir T. C. Kt. as aforeſaid, under and ſub-
ct to a certain Proviſo or Condition therein men-
oned, of, and for the Redemption of the Meſ-
ages and Premiſſes, with the Appurtenance, up-
n your Orator's repayment of the ſaid One hun-
ed pounds, and Intereſt at a certain Day then
come, and now long ſince paſt, as by the ſaid
eed of Aſſignment, had your Orator the ſame
produce, and to which your Orator for the
eater certainty, refers himſelf, when produced
ill more fully and at large appear. And your
rator did at the ſame time deliver unto the ſaid
. T. your Orator's ſaid late deceaſed Brother,
e Originial Leaſe of the ſaid Meſſuage and Pre-
ſes, ſo made and granted to your Orator by the
d Sir T. C. as aforeſaid, and all other Writings re-
ing to the ſaid Premiſſes. And your Orator ſhew-
, That he did not pay the ſaid principal Mo-
s at the time in the ſaid Aſſignment appointed
payment thereof, by reaſon whereof the Eſtate
the ſaid W. T. became abſolute in Law: But
r Orator did from time to time pay, or cauſe
e paid to the ſaid W. T. or his Order, the In-
eſt Money ſo due for the ſaid One hundred
nds ſo borrowed, and taken up at Intereſt of
ſaid W. T. as aforeſaid, as the ſame became
. And your Orator further ſheweth unto
r Lordſhip, That about a Year after ſuch
ngage or Aſſignment made by your Orator
the ſaid W. T. of the ſaid Meſſuage and Pre-
ſes, ſituate, lying, and being in L. aforeſaid,

in the ſaid County of S. the ſaid W. T. your O
tor's Brother having occaſion for Money, he
parted and make known the ſame to your Ora
and thereupon your ſaid Orator did about
Months of *May* or *June*, in the Year of our L
1688. carry down by Water to the ſaid W. T.
Houſe at R. in the ſaid County of S. the Su
75 *l.* of lawful Money of *England*, and deliver
pay the ſame unto the ſaid W. T. in part of
ſaid One hundred pounds ſo borrowed and
ken up at Intereſt by your Orator of the ſaid
T. your Orator's Brother, as aforeſaid. And
Orator did about the latter end of the Month
Aug. or the beginning of the Month of *Septem*
the ſaid Year of our Lord 1688. carry down
Water to the ſaid W. T. his Houſe at R. aforeſ
in the ſaid County of S. the Sum of 25 *l.* rem
der of the ſaid 100 *l.* ſo borrowed and taken
at Intereſt by your Orator of the ſaid W. T.
Orator's Brother, as aforeſaid, and afterward, th
to ſay, on or about the Sixteenth day of *Feb*
following, which was in the ſaid Year of our L
1688. your Orator and the ſaid W. T. did c
to an Account, not only as to the Intereſt of
ſaid 100 *l.* ſo borrowed and taked up by you
rator, and which was paid in by your Orato
the ſaid W. T. as aforeſaid, but alſo as to all
matters in difference between your Orator
the ſaid W. T. at which time the ſaid W. T.
ſeal and deliver to your Orator a General Re
in the preſence of ſeveral Credible Witneſſe
by the ſaid General Releaſe now remaini
your Orator's Cuſtody ready to be produce
this Honourable Court, and to which you O
for the greater certainty refers himſelf, when
duced, will more fully and at large appear,
at the ſame time the ſaid W. T. did offer to
delivered up to your Orator the ſaid Aſſign

r Mortgage Deed to be cancelled, and alſo hath
delivered the ſaid Orignial Leaſe of the ſaid
remiſſes to your Orator. But your Orator having
y ſome miſcarriages not long before, loſt out of
our Orator's Houſe ſeveral Sums of Money of
our Orator's, and ſeveral Bonds and Securities for
veral conſiderable Sums of Money, and other
ritings of your Orator's to your Orator's great
rejudice; and the ſaid W.T. your Orator's late
ceaſed Brother having all along profeſſed a
eat affection and kindneſs for your Orator,
romiſing to leave to your ſaid Orator, all, or
e greateſt part of his Eſtate after his the ſaid W.
s deceaſe, your Orator did not take up the ſaid
riginal Leaſe and Deed of Aſſignment, or
ortgage of the Premiſſes, but deſired the ſaid
.T. your Orator's Brother, to carry them back
ith him to his own Houſe at R. and lay them up
r your Orator, your Orator ſuppoſing them to
ſafer there than in his own Houſe, for the rea-
ns aforeſaid. And your Orator well hoped, that
ſhould never more have been queſtioned, or
lled to Account for the 100 *l.* Principal Money
borrowed by your Orator of the ſaid W. T. as
oreſaid, or any part thereof, your Orator having
id the ſame to the ſaid W. T. as aforeſaid, in
life-time, and having a General Releaſe under
Hand and Seal of the ſaid W. T. as aforeſaid.
now ſo it is, may it pleaſe your Lordſhip,
at the ſaid W. T. ſoon after your Orator's bor-
wing the ſaid 100 *l.* as aforeſaid, he the ſaid W.
made his laſt Will and Teſtament in Writing,
known to your Orator, and therein takes no-
e of the Aſſignment or Mortgage made by your
ator to him of the aforeſaid Meſſuage or Te-
ment and Premiſſes, and gives the Leaſe and
gnment of the ſaid Premiſſes to H. W. of J.
he County of *Middleſex Clark*, your Orator's

Sister's Son, with Condition, that if your Orator should pay the 100 *l.* without Interest, within two Years after the decease of him the said W. T. to the said H. W. then the said H.W. was to reassign the Premisses to your Orator, as by the said Will had your Orator the same to produce, and to which your Orator for the greater certainty refers himself, when produced will more fully and at large appear; and the said W. T. hapning to depart this Life without making any other Will, as is pretended by the said H.W. and A. the Widow and Relict of the said W. T. who hath since the death of the said W. T. proved the said Will in due form of Law, and entring into a Combination with the said H. W. with an intent to defeat and defraud your Orator of the said Messuage and Premisses, or at least to extort One hundred pounds or some other considerable Sum of Money from your Orator, she the said A. T. Widow and Relict of the said W. T. finding your Orator's said Original Lease and Assignment of the Premisses amongst her Husband's Writings, delivered the same up to the said H. W. who immediately thereupon and without any due course of Law, by some indirect means got possession of the said Messuage and Premisses, with the Appurtenances, and receives the Rents thereof, and detains the same from your Orator with the Original Lease and Assignment, notwithstanding the said A. T. and the said H. W. well knew that the said Hundred pounds and Interest was long since paid to the said W. T. in his life-time, and not long before his death, and that the said W. T. had sealed and delivered a General Release to your Orator; and that the Deed of Assignment, and Original Lease was returned back by your Orator, and left with him the said W. T. for the Reasons herein before set forth, and upon no other account whatsoever

he the ſaid A. T. being privity to, and ſaw your Orator pay unto the ſaid W. T. in his life-time, he whole Hundred pounds Principal Money, or he greateſt part thereof; and both the ſaid A. T. nd H. W. have often heard the ſaid W. T. in his ife-time declare to ſeveral credible Perſons, that your Orator had paid him the Hundred pounds nd Intereſt, and that he had ſetled and adjuſted Accounts with your Orator, and ſealed and deli-ered to your Orator a General Releaſe; yet the aid H. W. detains and keeps the Poſſeſſion of the Premiſſes, and refuſes to deliver to your Orator he Original Leaſe and Aſſignment, altho' your Orator hath oftentimes in a friendly manner re-queſted him ſo to do. All which Actings and Doings of the ſaid A. T. and H. W. are contrary o all Equity and good Conſcience, and tend to your Orator's great wrong and apparent injury, nd the rather, for that your Orator's Witneſſes, who could prove the whole Premiſſes to be true, are either dead or gon into parts beyond the Seas ſar remote and unknown to your Orator, ſo that your Orator is altogether remedileſs in the Premiſ-ſes, at, and by the ſtrict Rules of the Common Law of this Kingdom, and only relievable before your Lordſhip in this Honourable Court, where Frauds and Caſes of this Nature are properly re-lievable and determinable; your Orator well hoping that the Confederates will upon their Oaths make a full diſcovery of the Premiſſes when cal-led thereunto. To the end therefore, That the ſaid A. T. may upon her ſeveral and reſpective Corporal Oath ſet forth and diſcover, whether ſhe did not find ſuch Original Leaſe and Aſſign-ment of the Premiſſes in queſtion, amongſt the Writings of the ſaid W. T. after his deceaſe, and whether ſhe did not deliver the ſame to the ſaid

H. W. in hopes of reaping ſome benefit thereby; and whether ſhe doth not well know and remember, that your Orator did not at two ſeveral times bring down by Water to the ſaid W. T's Houſe at *Rowhampton*, in the life-time of the ſaid W. T. One hundred pounds, or what other Sum or Sums of Money, and pay the ſame to the ſaid W. T. upon the Account of the Premiſſes in queſtion, as is herein before ſet forth; and what part of it ſhe ſaw paid. And that the ſaid H. W. may ſet forth how he came into Poſſeſſion of the Premiſſes in queſtion, and what Money he hath raiſed and received out of the Rents, Iſſues and Profits of the Premiſſes ſince his being in Poſſeſſion of the ſame; and that both the ſaid Confederates may ſet forth, diſcover and declare whether they, or one, or both of them, and which of them in particular, have heard the ſaid W. T. in his life-time, and not long before his death declare, that your Orator had paid him in the ſaid Hundred pounds Principal Money, and that he had given your Orator a General Releaſe; and that they may true and perfect Anſwer make to all and ſingular other the Premiſſes, as if particularly interrogated; and that the ſaid H. W. may ſhew Cauſe, if he can, why he ſhould not deliver unto your Orator the Original Leaſe and Aſſignment of the Premiſſes in queſtion, and pay unto your Orator all ſuch Sums of Money as he hath received out of the Premiſſes, with your Orator's Coſts and Damages; and that he may be compelled ſo to do by the Decree of this Honourable Court, and your Orator relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience. May it therefore pleaſe your Lordſhip, the Premiſſes conſidered, to grant

unto

to your Orator their Majeſty's Moſt Gracious rit or Writs of *Subpœna*, to be directed unto ſaid A. T. and H. W. thereby commanding em, and either of them, at a certain Day, d under a certain pain therein to be limited, rſonally to be and appear before your Lord- in their Majeſties High and Honourable urt of *Chancery*, then, and there upon their eral Corporal Oaths, true and perfect An- er to make to all and ſingular the Premiſ- : And further, to ſtand to and abide ſuch der, Direction and Decree in the Premiſſes, to your Lordſhip ſhall ſeem meet. And your ator ſhall ever pray, *&c.*

Bills againſt Fraud and Colluſion.

A Bill to ſet aſide a Fraudulent Will.

HUmbly, *&c.* ſheweth, *&c.* your Orator E. Citizen, *&c.* That R. J. late of, *&c.* Widow, having left her by the Will J. J. her late deceaſed Husband, the Sum of 1400 in ready Money, all his Plate, Houſhold-Good and all manner of Utenſils of Houſhold-Stuff, ver and above his Debts, which amounted in t whole to upwards of 4000 *l.* of lawful Money *England*, or ſome ſuch great Sum of Money diſpoſe of as ſhe pleaſed amongſt her own Re tions, who departed this life on or about, *&c.* by the ſaid Will of the ſaid J. J. now remaini upon Record in the Prerogative Court of *Cant bury*, and to which your Orator, for the grea certainty refers himſelf, will more at large a pear. And your Orator farther ſheweth, Th the ſaid R. J. having made a conſiderable impro ment of the Eſtate ſo left her by the ſaid J. J. h deceaſed Husband, as aforeſaid, and being co ſcious to her ſelf that it was the deſire of her ſa Husband that the Eſtate ſo left her by him, as foreſaid, ſhould go to her neareſt Relations af her the ſaid R. J's deceaſe; ſhe the ſaid R. J. about the Month of *February* or *March*, which in the Year 1689. ſend to your Orator by one her Servant Maids, deſiring your Orator to co to her, being ſenſible ſhe drew towards her e and that ſhe had no other Relation but your O tor in being, and that ſhe was obliged in Conſ ence and by the Will of her deceaſed Husba to leave all, or the greateſt part of her Eſtate your Orator, as her next and neareſt Relati

our Orator being her Couſin German, and make im your ſaid Orator Executnr of her laſt Will nd Teſtament; the which the Servant ſo ſent by he ſaid R. J. to your Orator, as aforeſaid, often epeated to your Orator, and that ſhe came to our Orator in point of Conſcience, by Order f her Miſtreſs, who thought her ſelf obliged in onſcience to leave the greateſt part of her E- ate to your Orator, and make him your ſaid rator Executor of her laſt Will and Teſtament, hich ſhe was then deſirous to make, and ordred our Orator to bring a Perſon along with him at was qualified for that purpoſe: And there- on your Orator did immediately go and ſee the id R. J. his Kinſwoman, and brought with him Perſon qualified for making her laſt Will and eſtament, according to her deſire, who recei- d your Orator very kindly, and as a token of r kindneſs and affection for your Orator, ſhe e ſaid R. J. did not only at that time preſent d give unto your Orator the Watch of her de- aſed Husband J. J. but alſo deſired your Orator requeſt the Man he brought with him to take ſtructions for the making of her laſt Will and eſtament in Writing, which was accordingly ne and approved of by the ſaid R. J. who did t only at that time in the preſence of her Maid- rvant that then attended her by the name of P. give your Orator an Account of what Money e the ſaid R. J. had then in the Houſe by her, be- g ſeveral Hundreds of pounds, deſiring him to ll over the ſame, but alſo a full Account of her bts and other Eſtate, and of a parcel of ſingle oney which ſhe the ſaid R. J. had then in the ouſe by her, which ſingle Money your Orator as deſired by the ſaid R. J. to give and diſtribute ong the Poor of the Pariſh where ſhe the ſaid J. lived, as he your Orator ſhould think fit,

after

after ſhe the ſaid R. J. ſhould depart this Life and then deſired your Orator to get the Inſtructions that were taken for her laſt Will and Teſtament to be engroſſed fair, in order to her executing of the ſame, and thereupon your Orator at that time took his leave of her the ſaid R. J. leaving her to the care and charge of her Maid Servant P. H. And afterwards (*viz.*) on or about the 10th of *March*, which was in the Year of our Lord 1689. your Orator, together with the Perſon who took Inſtructions for the drawing of the ſaid R. J's laſt Will and Teſtament in Writing did go to the ſaid R. J. with a draught of her ſaid Will, which was read over to her, and approved of by her, in the preſence of her Maid Servant P. H. and ſeveral other perſons; by which Will the ſaid R. J. did bequeath to her Maid Servant P. H. and ſeveral other Perſons, ſeveral conſiderable Legacies, and left your Orator her ſole Executor, as by the draught of the ſaid Will ſo approved of by the ſaid R. J. as aforeſaid, now remaining in your Orator's Cuſtody, and ready to be produced in this Honourable Court will more fully and at large appear. And your Orator further ſhews, That the next day after the draught of the ſaid R. J's Will was approved of by the ſaid R. J. your Orator and the Perſon that drew the ſaid Will went to the Houſe of the ſaid R. J. with the Will engroſſed fair, in order to have the ſame executed by the ſaid R. J. but the ſaid P. H. the Maid Servant of the ſaid R. J. pretended to your Orator that her Miſtreſs was then aſleep, and deſired your Orator to leave the ſaid Will with her, and ſhe would undertake to get it executed by the ſaid R. J. who was to keep the ſame by her until the time of her death, and thereupon your Orator did leave the ſaid Will with the ſaid P. H. not doubting but that ſhe would get the ſame ex-

cu-

d by her ſaid Miſtreſs, and the rather for that he ſaid P. H. had a very conſiderable Legacy ner by the ſaid R. J. and more than could rea-bly be expected by any Servant that was no tion. But ſo it is may it pleaſe your Lordſhip, t the ſaid P. H. having gotten the Will ſo to ecuted by the ſaid R. J. as aforeſaid into her ody, immediately ſent for her Mother, and al other Relations of her the ſaid P. H. to be her in the ſaid R. J. her Houſe, and from day to the time of the death of the ſaid R. J. d never permit your Orator to ſee her, not-ſtanding ſhe well knew your Orator was the eſt Relation the ſaid R. J. her Miſtreſs had in , and of the great kindneſs and affection ſhe had to your Orator, notwithſtanding Orator went ſeveral times to ſee his Kinſ-an before her death. But the ſaid P. H. en-into a Combination and Confederacy to and R. C. and ſeveral other Perſons, Debtors to id R. J. as by the ſaid ſeveral Bonds remain-ow in the Hands of the ſaid P. H. or ſome of the Confederates, and to which your O-for the greater certainty refers himſelf, when ted will, more fully and at large appear; and with ſeveral other perſons unknown, Names, when diſcovered, your Orator may be made parties to this his Bill, with ords to charge them, with an intent to de-d defraud your Orator of the greateſt part ſaid R. J. her Eſtate, ſhe the ſaid P. H. by vice of ſome ill-minded Perſons, as your hath juſt ground to believe, and doubts to prove and make out to this Honoura-urt, did cauſe a Will to be made, by the ſaid hich your Orator left with her to be execu-the ſaid R. J. and made her ſelf Executrix and cauſed the ſaid R. J. to execute the

ſame

ſame inſtead of the Will your Orator left with
to be executed, wherein your Orator is left
ſaid R. J's ſole Executor, and 5 or 6 days be
the ſaid R. J. was buried, if not before the bu
was out of her Body, went to the Prerogative
fice and proved the ſaid Will as the laſt Will
Teſtament of the ſaid R. J. without giving y
Orator any manner of notice thereof, ſo
your Orator could not by any means enter
Caveat or prevent the probate of the ſaid fra
lent Will, ſo obtained by the ſaid P. H. as a
ſaid. And the ſaid P. H. by virtute of the
fraudulent Will hath poſſeſſed her ſelf of
whole real and Perſonal Eſtate of the ſaid
conſiſting moſt of it in ready Money, Plate,
els, Bills, Bonds, Leaſes, Judgments, Ex
Mortgages, and all manner of Houſhold-Go
amounting to the value of 4000 *l.* or ſome
great Sum of Money, without taking any
ner of notice of your Orator, or giving
Orator any Account of the ſame, pretending
Orator had only 10 *l.* left him by the ſaid fra
lent Will, and that the ſaid R. J. would have
better for your Orator had not your Orator m
haved himſelf: When in truth the ſaid P. H.
knows the contrary, and that your Orator
any ways diſobliged the ſaid R. J. in her life
and that your Orator was never permitted
the ſaid R. J. his Kinſwoman after he left th
Will to be executed by her, as aforeſaid.
which tranſactions and doings of the ſaid C
derates are contrary to Equity and good C
ence, and tend to your Orator's great wron
apparent damage. In tender conſideration w
of, and foraſmuch as your Orator hath no
againſt the fraudulent proceedings of the
but before your Lordſhip in this Hono
Court, where Frauds and Caſes of this

properly relievable; and the rather for that r Orator wholly relies upon the Oaths of the P. H. and the reſt of the Confederates when overed, for an ample and full diſcovery of the miſſes, who, when called thereto your Orator l hopes and doubts not but that they will ſet h and diſcover. To the end therefore that ſaid P. H. may upon her ſeveral and reſpe- e corporal Oaths ſet forth and diſcover, whe- the ſaid R. J. did not in her life-time ſend your Orator and own him to be her neareſt ation, and declare that in point of Conſci- e ſhe was obliged to leave him the greateſt of her Eſtate, and leave him to be Executor her laſt Will and Teſtament, and whether ſhe not then in token of her Kindneſs, give your ator her Husband's Watch, and order ſome ſon to take Inſtructions for the drawing her ll, and whether your Orator did not bring a ivener along with him, who took Inſtructions drew her Will, and whether the ſame was read over and approved of by the ſaid R. J. whether ſhe did not then give your Orator account of her Eſtate, and order your Orator tell over the Money in the Houſe, and to di- bute a parcel of ſingle Money ſhe had by her ongſt the poor of the Pariſh where ſhe lived r her deceaſe, and whether ſhe did not then lare your Orator her ſole Executor, and whe- your Orator with the Scrivener that drew the ll of the ſaid R. J. did not come with the Will ly engroſſed in order to have the ſame execu- , and whether ſhe did not then pretend her treſs R. J. to be aſleep, and whether your Ora- did not leave the Will with her for her Mi- s to execute, and whether ſhe would ever af- permit or ſuffer your Orator to ſee the ſaid R. J. his

J. his Kinſwoman, and how ſhe got the fra
Will executed, and who were her Adviſers
in, and whether ſhe did not carry the ſame
the Prerogative Office, and prove it before
death of the ſaid R. J. or how long after; and
the ſaid P. H. may ſet forth what Gold, S
Plate, Rings, Jewels, Bills, Bonds, Leaſes,
gages, Judgments and Extents, Houſhold-G
and Utenſils of Houſhold-Stuff, at the time o
ſaid R. J. making ſuch Will, and your Orator
ecutor thereof, as is herein before ſet forth,
in the Houſe of the ſaid R. J. and what part th
of was removed before the death of the ſaid
nd what after her death, and by whom the
was removed, and where, and what part is
remaining in the Houſe where the ſaid R. J.
and annex a Schedule to her Anſwer of the
and thereby ſet forth the whole Eſtate of the
R. J. both real and perſonal, with the partic
and true values thereof, and wherein the ſame
ſiſted, and that ſhe may be compelled to
into this Court the Will your Orator left
her to be executed by the ſaid R. J. his Kinſwo
and that ſhe may ſhew cauſe, if ſhe can, wh
Eſtate of the ſaid R. J. ſhould not be decre
your Orator, purſuant to the ſaid Will, and
the ſaid P. H. and R. C. and the reſt of the
federates and Debtors to the ſaid R. J. in her
time, may ſeverally ſet forth what Sum and
of Money they and every of them ſtand in
ted for Principal and Intereſt to the Eſtate o
ſaid R. J. and how much for Intereſt, and
cauſe if they can, why the ſame ſhould n
brought into this Court. And that the re
the Confederates when diſcovered may A
all and ſingular other the Premiſſes, as if pa
larly Interrogated, and that your Orator m
rel

ieved therein, by the Decree of this Honoura-
urt, according to Equity and good Conſcience.
y it pleaſe your Lordſhip, *&c.*

A Bill for the fraudulent Sale of an Office.

HUmbly, *&c.* ſheweth unto, *&c.* your Ora-
tor J.D. of, *&c.* Gent. That about the Month
April or *May* laſt, in the Year of our Lord,
92, J. B. of D. in the County of K. Gent. and
W. of, *&c.* inſinuated themſelves into your O-
or's Company, your Orator being altogether a
anger to them, at which time the ſaid J. B. pre-
ded himſelf to be Seal-Keeper of the Town of
D. and other adjacent Towns in the ſaid
unty of K. and that he the ſaid J. B. held
ſame by ſome Grant or Deputation from Sir
A. late of the City of C. in the ſaid County of
Knight, deceaſed, who the ſaid J. B. pretended
be alive, and that he was Judge of the Court of
Auguſtine, which Court he alledged was Month-
held in the ſaid City of C. and that the ſaid
urt was the moſt ancient Court of Record in
Kingdom of *England*. And the ſaid J. B. did
ther inſinuate to your Orator, That he the ſaid
B. had by virtute of ſuch Grant or Deputation
the ſaid Sir A. A. as aforeſaid, power to ſell
grant to your Orator, or any other perſon,
Life, the Seal-Keepers's Place for the Town
D. and other adjacent Towns, and that the
e was a place of great Credit, and pretended
would be worth 100 *l. per Annum* to your Ora-
for Life, or any other Perſon that would pur-
ſe it of him the ſaid J. B. and the ſaid T. W.
he ſame time did pretend himſelf to be an
cer belonging to the ſaid J. B. as he was Seal-
per of the Town of D. and other adjacent
Towns

Towns in the ſaid County of K. and averred
to your Orator, That the ſaid Seal-Keepers Pla
was of a greater value than what was pretend
by the ſaid J. B. alledging that the ſaid Pla
would be a very fit and creditable Imployme
for your Orator. And thereupon your Orator h
ving been lately married, and being willing
ſettle himſelf in ſome good Imployment, and
ving credit to the fair Speeches and pretences
the ſaid J. B. and T. W. believing what they ſa
to be true, and that the ſaid Sir A. A. was then
ving, and that the ſaid J. B. had by virtue of ſo
Deputation or Grant from the ſaid Sir A.A. pow
to ſell and diſpoſe of to your Orator for and d
ring the Term of your Orator's natural Life, t
Seal-Keeper's place of the Town of D. and oth
adjacent Towns in the ſaid County of K. and th
the ſame Place or Imployment might be wor
the yearly value of 100 *l.* or thereabouts, yo
ſaid Orator did thereupon treat with the ſaid
B. about the purchaſe of the ſaid Seal-Keepe
Place, and after ſeveral meetings had, and t
your Orator had been put to great expence
ſuch meetings, your Orator and the ſaid J. B.
come to an Agreement for the ſaid Seal-Ke
er's Place for the Town of D. and other ad
cent Towns in ſaid County of K. By which
greement for and in conſideration of the Sum
45 *l.* to be paid by your Orator to the ſaid J.
the Receipt of which is ſince acknowledged
the ſaid J. B. and 5 *l.* more to be paid or ſecu
to the ſaid T. W. the pretended Officer belo
ing to the ſaid J. B. in all the Sum of 50 *l.*
ſaid J. B. did undertake to ſell and ſecure u
your Orator, for and during the term of y
Orator's natural Life, the Seal-Keeper's Place
the ſaid Town of D. and other adjacent Towns
the ſaid County of K. and did undertake

pro

omise that he the said J. B. would in your Orator's
wn name, at his own proper Charge, and for
our Orator's Use procure a Grant or Deputation
om under the Hand and Seal of the said Sir A. A.
r the said Place or Office, and not only deliver
e Grant or Deputation from under the Hand and
al of the said Sir A. A. to your Orator, as afore-
d, but also to put your Orator into the quiet
ssession of the said Place or Office of Seal-
eeper's Place for the said Town of D. and other
jacent Towns in the said County of K. And
ereupon your Orator did pursuant to the said
greement Seal and Deliver unto the said J. B. one
nd or Obligation, in the penalty of 100 *l.* or some
er great penalty for the true paymant of 45 *l.* of
wful Money of E. to the said J. B. his Executors,
miniſtrators or Assigns, at a certain day then
come, and now long since past, as by the said
nd or Obligation had your Orator the same to
duce, and to whom your Orator for the greater
ainty therein refers himself when produced,
appear, And your Orator did also at the same
or within some short time after, Seal and De-
unto the said T. W. the pretended Officer of
said J. B. one Bond or Obligation in the pe-
y of 10 *l.* or some other penalty, for the true
ment of 5 *l.* of lawful Money of *England*, to
said T. W. his Executors, Administrators or
gns, at a certain day then to come, and now
since past, as by the said Bond, Writing or
igation, had your Orator the same to produce,
to which your Orator for the greater certain-
efers himself when produced, will more fully
at large appear; which said Sum of 45 *l.* and
are the consideration Money that your Ora-
was to pay for the Seal-Keeper's Office for
Town of D. and other adjacent Towns in
aid County of K. And your Orator farther

ſheweth unto your Lordſhip, That within ſome ſhort time after your Orator's entring into ſuch Bonds or Obligations, as aforeſaid, the ſaid J. B. and ſeveral other Perſons on his behalf, did apply themſelves to your Orator's Friends and next Relations, and deſired them to perſwade your Orator to ſpeed the payment of the ſaid 45 *l.* to the ſaid J. B. and 5 *l.* to the ſaid T. W. for the payment of which your Orator had given ſecurity by Bonds or Obligations, as aforeſaid, alledging that the ſooner your Orator entred upon the ſaid Place or Imployment of the Seal-Keeper's Office aforeſaid, it would be the more for your Orator's advantage, and inſiſted that the ſaid J. B. had an opportunity at that time to get a Grant or Deputation in your Orator's name, and for his uſe, for the term of your Orator's natural life for the Seal-Keeper's Place for the Town of D. and other adjacent Towns in the County of K. from the ſaid Sir A. A. And thereupon your Orator did forthwith repair down to the Houſe of the ſaid J. B. at D. in the ſaid County of K. and paid him 20 *l.* in part of the ſaid 45 *l.* And your Orator did within ſome ſhort time after pay unto the ſaid J. B. at the Sign of the *King's Arms* Inn at *Holborn-Bridge*, *London*, the Sum of 10 *l.* more of good and lawful Money of *England*, in part of the ſaid 45 *l.* which your Orator had by his Bond or Obligation obliged himſelf to pay unto the ſaid J. B. for the ſaid Seal-Keeper's Office. And your Orator did within ſome ſhort time after pay unto the ſaid J. B. and T. W. 15 *l.* more of lawful Money of *England*, which made up the Sums of 45 *l.* and 5 *l.* in all the Sum of 50 *l.* which your Orator was to pay for the purchaſe for the Seal-Keeper's Place or Office for the Town of D. and other adjacent Towns in the County of K. for and during the term of

Or

rator's natural Life. And the ſaid J. B. and ſome
his Companions did at the ſame time impor-
ne your Orator to drink with them, and after
rd drinking of Wine and other ſtrong Liquors,
e ſaid J. B. did perſwade and prevailed upon
ur Orator to buy of him the ſaid J. B. his Horſe
d Accoutrements at the rate of 16 *l.* which
ur Orator was to pay in ſome ſhort time after,
d for the ſecuring the payment thereof to the
d J. B. his Executors, Adminiſtrators or Aſſigns,
ur Orator was at the ſame time drawn in to
ter into ſome Bond or Obligation, in the penal-
of 32 *l.* or ſome other great penalty for the
e payment of the ſaid 16 *l.* at a certain day
n to come, and now long ſince paſt, as by
ſaid Bond or Obligation, had your Orator the
e to produce, and to which your Orator for
greater certainty refers himſelf, when produ-
will more fully and at large appear; not-
hſtanding the ſaid Horſe, Bridle, and other
coutrements was not then worth above 4 or 5 *l.*
he utmoſt, neither could your Orator make
e of them by Sale or otherwiſe. And your
tor farther ſheweth unto your Lordſhip, That
ſaid J. B. did before ſeveral credible Perſons,
n receit of the 45 *l.* ſo paid him by your O-
r, as aforeſaid, and 5 *l.* paid by your ſaid O-
r, upon account of the Bill or Bond entred
by your Orator to the ſaid T. W. as is herein
re ſet forth, in all the Sum of 50 *l.* of lawful
ey of *England*, paid by your Orator for the
haſe of the ſaid Seal-Keeper's Place for the
n of D. and other adjacent Towns in the
ty of K. for and during the term of your
or's natural life, faithfully promiſe your O-
r that he the ſaid J. B. would within two or
e days then next after the receipt of ſuch
ey ſo paid him by your Orator, as afore-

ſaid, not only bring and deliver unto your Orator a Deputation from under the Hand and Seal of the ſaid Sir A. A. for the Seal-Keeper's Place aforeſaid, for and during the term of your Orator's natural Life, and put your Orator into the quiet poſſeſſion of the ſame, but alſo deliver up to your Orator to be cancelled the ſeveral Bonds or Obligations which he the ſaid T. W. had obtained and gained from your Orator, for the Money that your Orator was to pay for the purchaſe of the Seal-Keeper's place for the Town of D. and other adjacent Towns in the ſaid County of K. And your Orator well hoped that the ſaid Sir A. A. had been then living, and would have granted to him ſuch Deputation, as aforeſaid, and that what the ſaid J. B. and T. W. averred to your Orator at that time for truth was true, and that the ſaid J. B. had power to ſell and diſpoſe of for Life to your Orator the Seal-Keeper's place for the Town of D. and other adjacent Towns in the ſaid County of K. as aforeſaid, and that the ſame would have been worth to your Orator an 100 *l. per An.* as is herein before ſet forth, and that he the ſaid J. B. would have punctually performed all the Promiſes made to your Orator touching the Premiſſes, herein before ſet forth, and that your Orator ſhould have been put into the quiet Poſſeſſion of the ſaid Seal-Keeper's place for the Town of D. and other adjacent Towns, and enjoyed the ſame during the term of your Orator's natural Life. But ſo now it is, may it pleaſe your Lordſhip, the ſaid J. B. and T. W. entring into combination and confederacy together with an intent not only to defeat your Orator of the ſeveral Sums of Money which they or one or both of them have received and had from your Orator for the purchaſe of the Seal-Keeper's place for the Town of D. and other the adjacent Towns

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County of K. as aforesaid, but also to extort from your Orator another Sum of Money, never came near your Orator since the receit of the several Sums of Money herein before set forth, to deliver to your Orator the Deputation or Grant under the Hand and Seal of the said Sir A. A. for the said Keeper's place for the Seals of the said Town of D. and other adjacent Towns in the said County of K. or to put your Orator into the quiet Possession of the same, according to his Contract and Agreement made with your Orator, as aforesaid; but instead of so doing, the said J. D. hath put the several Bonds or Obligations in suit against your Orator, and endeavours to recover the Penalty thereof, without taking notice of the several Sum of Money he hath received from your Orator in full satisfaction for the same, notwithstanding the said J. D. had never any power to sell or dispose of the said Seal-Keeper's Place for the said Town of D. and other adjacent Towns in the said County of K. nor was the said Sir A. A. living at the time of his the said J. D. selling the said Place to your Orator, and receiving of your Orator the several Sums of Money herein before set forth, for the purchase of the same, as your Orator is ready to prove and make out to this Honourable Court. All which doings and transactions of the said J. D. and T. W. are contrary to all Equity and good Conscience, and tend to your Orator's great Wrong and apparent Damage. In tender consideration whereof and forasmuch as your Orator is altogether remediless, &c. And the rather for that your Orator's Witnesses, &c. so that your Orator wholly relies upon the Oaths of the Confederates for a full discovery of the Premisses. To the end therefore that the said J. D. may upon his several

and respective Corporal Oaths set forth and discover whether he did not insinuate himself into your Orator's company and afterwards sell unto your Orator the Seal-Keeper's place for the Town of D. and other adjacent Towns in the County of K. and promise your Orator a Grant or Deputation from under the Hand and Seal of Sir A. A. and to put your Orator into the quiet possession of the same, And whether he hath not received from your Orator for the purchase of the same the several Sums of Money herein before set forth, or what other Sum or Sums of Money And whether he hath not such Bonds or Obligations from your Orator upon the account of purchasing the said place, And whether he did not sell your Orator such Horse and other Accoutrements, and take such Bill or Bond from your Orator, for payment of the same, as aforesaid or whether the said Horse and Accoutrements were then worth more to be sold than 5 *l.* or what other Sum; and that they may answer all and singular the Premisses, and shew cause, if they can, why they should not deliver up the said Bonds or Obligations to your Orator to be cancelled, and repay to your Orator all such Sum or Sums of Money as they both or one of them have received from your Orator with his Damages your Orator being willing to discount and allow to the said J. D. what the Horse and Accoutrements shall appear *bona fide* to be worth; and that your Orator may be relieved in the Premisses May it, &c.

Bill to diſcover an Eſtate kept from an Heir by Fraud.

HUmbly, *&c.* ſheweth, *&c.* your Orator J. D. of, *&c.* in the County of the City of *York*, ent. Couſin and next Heir of J. J. of W. in the id County of *York*, Gent. That the ſaid J. J. be- in his life-time and at the time of his death, ſei- in Fee-ſimple, or of ſome other good Eſtate Inheritance, to him and his Heirs, of, and in the Manor of W. parcel of the Manor of R. the ſaid County of *York*, and of, and in divers her Houſes, Lands, Tenements and Hereditaents, within the Pariſhes and Townſhips of R. W. aforeſaid, and elſewhere in the ſaid ounty of *York*, worth 100 *l. per Annum*, and upards, and 2000 *l.* to be ſold and upwards, and ing alſo poſſeſſed of a very conſiderable perſon- Eſtate to the value of 300 *l.* and upwards, he ſaid J. J. in or about the Year of our Lord, 85. died Inteſtate, and without making any poſition of the ſaid Eſtate, and leaving no o- r Iſſue behind him but A. his Son and Heir, to om the Eſtate after the death of his ſaid Fa- r did come and diſcend, though but then an ant of tender Years, who ſhortly after the th of his ſaid Father died without Iſſue of his y, whereby the ſaid Premiſſes and right of miniſtration to the ſaid J. and A. their perſonal te did diſcend and belong to your Orator, as t Couſin and Heir to the ſaid A. and to his Father J. (that is to ſay) the Son of *Heſter* who married T. D. who was your Orator's her, which ſaid *Heſter* was Aunt to the ſaid J. and your Orator by reaſon of ſuch his t and title ought to have and enjoy the real perſonal Eſtate of the ſaid J. J. But now ſo may it pleaſe your Lordſhip, That M. J. the dow and Relict of the ſaid J. J. who hath ſince

intermarried with one W. B. combining and con-
federating together, and to and with M. H. of
London, Gent. and a Clerk in the six Clerk's Of-
fice, and with several other Persons as yet
known to your Orator, who, as they shall be
discovered, your Orator prays may be made Par-
ties to this Bill, with apt words to charge them
how to defraud and disinherit your Orator of the
said real and personal Estate of the said J. J. the
the said Confederates or some of them did im-
mediately after the decease of the said J. J. enter
into and seize upon all the real and personal E-
state of the said J. J. and have, or some of them
hath ever since enjoyed the same, and receive
the profits thereof, and have sold and disposed of
the said personal Estate to the value of 300 *l.* and
upwards, and converted the same to their own
private ends and uses; and now the said Con-
derates do pretend and give out in Speeches that
the said J. J. sometime before his death, that is to
say, on or about the Month of *February*, which
was in the Year of our Lord God 1685. did make
his last Will and Testament in Writing, and
therein and thereby give and devise the Lord-
of W. and all his Houses, Lands and Tenem-
and Hereditaments whatsoever within W. and
Parish of R. or elsewhere in the said County
Y. unto the said M. his Wife, P. H. of L. in
said County of Y. Gent. (but since decease
without Issue, and unto the said M. H. who
the said his Brother and Heir, and to their H-
and Assigns for ever; whereas your Orator d-
here particularly charge, That the said J. J.
either not make any Will or such Disposition
the said Premisses, as aforesaid, or he was at
time so weak and imperfect in his understand
that he was not of ability to make such Will
Disposition, but in case this Honourable C-

ll be satisfied that the said J. J. did make such ill and Disposition of the said Premisses, and s capacitated so to do, then your Orator doth arge, That such Will, disposition and bequest the said Premisses, was only to the intent and rpose to sell and dispose so much thereof for e payment of his Debts, as his personal Estate uld not extend to pay, and that after such Sale d Payment made, as aforesaid, the residue of e said real Estate was by some other Clause in e same pretended Will limited and appointed go to his Son A. and his Heirs for ever, and want of Heirs of his Body to the right Heirs the said J. J. for ever, and made the said A. J. ecutor thereof; and the said A. J. being since ceased without Issue of his Body, and your O- tor's Mother H. J. having three Brothers, mely A. H. and J. and three Sisters B. A. and who are long since dead without Issue, except e said A. and the said A. having had three ns, A. J. and J. J. under whom your Orator ims, as aforesaid, the said A. and J. the said J's others being both also dead without Issue, your rator is advised he is next Heir at Law to the d J. J. as aforesaid, and as such he is very well tituled to the said Remainder of the said Pre- isles, after all Debts paid, in case there be such ill, and ought to have an account from the said onfederates, of the real and personal Estate of e said J. J. which they altogether refuse to do, hough in all friendly manner requested so to , but on the contrary do pretend that they ei- er have sold or must sell all the said whole E- te for the payment of the said J. J's Debts, hereas your Orator doth here particularly arge, that the person Estate of the said J. J. to- ther with the profits of the real Estate received them, with the Money they have raised sale of some

ſome part of the Premiſſes would have been ſuf-
ficient to have paid all his juſt Debts, with a
great over-plus, if the ſame had been imployed
and laid out to that purpoſe; for your Orator
doth charge, that the ſaid J. J. was little or no-
thing indebted upon their own proper account
or for his own Debts, but if there was any Debt, the
ſame were Debts which he had engaged himſelf
for the Debt or Damage of ſome other Perſons
and the which Perſons were then able to have
paid and diſcharged the ſame, if they had been
carefully looked after, but now by the negligence
of the ſaid Confederates, they are now become
inſolvent, and now the ſaid Confederates would
charge the ſaid Eſtate with the Payment of ſuch
Debts, which your Orator hopeth this Court
will not permit, but lay the burthen and charge
thereof upon the ſaid Confederates, or where
ſuch miſcarriage and default ſhall appear to this
Honourable Court, that there are any Debts
of the ſaid J. J. yet ſtanding out and unpaid, your
Orator hopes this Honourable Court, for the pre-
ſerving of the ſaid Eſtate, and to keep it intire
will compel the ſaid Truſtees and Confederates
to aſſign and transfer their Truſts and Eſtates to
your Orator, upon your Orator's payment or un-
dertaking the payment of ſuch Debts as are re-
maining unpaid. And your Orator doth farther
charge, That the ſaid Confederates by the com-
bination aforeſaid, to make a greater benefit to
themſelves out of the ſaid Eſtate of the ſaid J. J.
and to clog the ſame with the whole Debts which
they pretend to be owing by him, they the ſaid
Confederates have either made ſome Compoſition
of ſeveral of the ſaid pretended Debts, or there
was ſome Abatement made thereof to them, upon
payment of ſuch Debts as they were to have
had ſome benefit or advantage thereby, or elſe
ſu-

ch payments as they pretend they made were
ly in ſhew and falſe, and all or ſome part there-
was repaid to ſome of them, or to ſome Per-
ns for ſome of their uſes, or they had ſome gra-
ity or reward for making payment of ſome of
e ſaid Debts, and yet the ſaid Confederates do
etend they have paid the whole of ſuch Debts,
d do deſign to charge the ſaid Eſtate with the
hole Debts, and refuſe to apply ſuch Abate-
ent, benefit and advantage to the ſaid Eſtate, as
all Equity and Conſcience they ought to do;
d at other times the ſaid Conſederates B. and
ſaid Wife do give out in Speeches that by ano-
er clauſe of the ſaid Will, the ſaid Conſederate
was to have and receive out of the ſaid Lands
W. the Rent of 20 *l. per Ann.* or elſe the Inter-
of 340 *l.* half yearly, during her Life, and do
reaten to charge the ſaid Eſtate with the ſaid
nt or Payment, whereas your Orator doth here
o charge that in caſe there be any ſuch clauſe
bequeſt, the ſame was made conditionally,
at in caſe of any of the Lands at B. (which
re ſetled upon the ſaid M. for her Jointure
uld be ſold) then the ſaid yearly Rent or
yment was to be made to her during her na-
al Life, in lieu thereof, but not otherwiſe.
d your Orator doth charge, that no part of
ſaid Land at B. hath hitherto been ſold nor any
caſion for the ſame, therefore ſuch demand of
ſaid Rent is without title or colour of any
t, and your Orator hopeth this Court will
pel the ſaid Confederates to releaſe ſuch claim
demand upon your Orator's payment of the
due of the ſaid J. J's Debts, as aforeſaid; all
ich actings and doings of the ſaid Confede-
s are contrary to Equity and good Conſcience
tend to your Orator's manifeſt oppreſſion and
nheriſon. In tender conſideration whereof,

and

and foraſmuch as your Orator is altogether r
medileſs in the Premiſſes by the courſe of t
Common Law of this Realm, or elſewhere, b
in a Court of Equity before your Lordſhip, wh
matters and practices of this nature are proper
examinable, and to be relieved; and the rath
for that your Orator's Witneſſes who could pro
the truth of the Premiſſes, are either dead beyo
the Seas, or in places remote and unknown
your Orator, ſo that your Orator cannot diſco
the practices of the ſaid Confederates but by th
Anſwers in this Honourable Court, whereu
when they ſhall be called, your Orator hope
they will confeſs the truth in all the matters a
charges aforeſaid. To the end therefore that t
ſaid Confederates may upon their Corporal Oa
true and perfect Anſwer make to all and ſin
lar the matters and charges aforeſaid, as if th
were again particularly interrogated; and par
cularly that they may ſet forth whether your
rator be not next Heir at Law to the ſaid J. a
A. his Son, or if they do not believe the ſa
and what reaſon they have to believe to the co
trary, and if they do know of any other perſ
and who by name that is a nearer Heir to
ſaid J. and A. his Son, and if they do not beli
or know that the ſaid A. the ſaid J. his Son
dead without Iſſue, and if the ſaid three Broth
and Siſters of your Orator's Mother are not
dead without Iſſue, except the ſaid A. her B
ther, and if they do not know or believe that
ſaid A. who was your Orator's Mother's Brot
had three Sons, A. J. and J. and if they do
know or believe that the ſaid A. and J. are
dead without Iſſue, and may ſet forth if the
J. J. was not ſeiſed of, and enjoyed the ſaid P
miſſes, and was reputed owner thereof when
died, and what the ſame are or were worth

Year for ten Years last past, and may set th if the said J. J. made such Will as is pre- ded, and if he did, may set forth how long it s made before his death, and if he was sensible d had capacity of making such Will, or knew at he did when he ordered the same to be made, d also when he published the same, and if all whole mind, instructions and directions were erted therein, or if any other, and what mat- than what he directed was put in such Will, d who writ the same, and if the said Will they w set up was read to him in the same form and rds it now remains and is in, or in some other what form or words, and how long before he d it was so read, and did he then declare the ne to be his last Will and Testament, and what her words and expressions did he use in read- g or publishing such Will, or if he knew what then did or said, or if he, or who else for him subscribe his name, or only his mark, and who re the Witnesses thereto, when he so published d subscribed his Will, and also where were they d he when the said Witnesses subscribed their mes to it as Witnesses, and may discover the hole manner and formalities of making and blishing the said Will, and how the same was ne; and that the said Confederates may set th and discover if the said M. or her said Hus- nd did not upon the death of the said J. J. en- into and upon all the said Premisses they pre- nd to be devised to be sold, as aforesaid, and they or one of them, and who else besides ve not ever since enjoyed the same, or recei- d the Rents and Profits thereof, and what hath en yearly made thereof, and what part thereof th been sold and disposed of, and when, to om, and for what, and for how much Money,

and

and if the ſame was a full and valuable conſide-
ration for ſo much as hath been ſold, and how
the Money thereby raiſed, together with the
Profits or Rents of the ſaid Premiſſes hath been
imployed and diſpoſed of, and to whom, and
when, and for what; and that the ſaid Confe-
derates may alſo ſet forth and diſcover the per-
ſonal Eſtate of the ſaid J. J. and wherein it did
conſiſt, and of what value it was, and how much
was upon Specialties or without, and by whom
owing, and what ready Money or other things
there were, and how the ſame hath been em-
ployed, and what Debts of the ſaid J. J. have
been got in or recovered, and which are yet
ſtanding out, and if ſuch perſonal Eſtate of the
ſaid J. J. was not valued and appraiſed after his
death, and to how much it was ſo valued, and if
it was not under-valued in ſome and what parti-
culars, and if the Confederates or ſome of them
did not ſeize upon ſuch perſonal Eſtate and make
a benefit thereof, and may diſcover how they
have imployed and diſpoſed of the ſame; and
that the ſaid Confederates may ſet forth which of
the ſaid Debts are paid or diſcharged, and which
are yet unpaid and unſatisfied, and if ſome and
which of the ſaid Debts have not been compound-
ed, or ſome Abatement thereof made, or if ſome
Advantage or Benefit did not thereby come to
ſome, and which of the ſaid Confederates, and
that the ſaid Confederates may ſet forth if the
ſaid Lands at B. are ſold, and that the ſaid Con-
federates may ſhew cauſe why they ſhould not
come to an account with your Orator for the
perſonal Eſtate of the ſaid J. J. and the Money
made thereof, and out of the Profits made of the
Premiſſes, and the Money raiſed by Sale thereof
or any part thereof, or otherwiſe, and why they
ſhould

uld not transfer and aſſign their Eſtate and ruſt in the ſaid Premiſſes to your Orator and his eirs, or to ſome other Perſon in Truſt for him on your Orator's undertaking and paying the idue of the ſaid J. J's Debts that are yet unpaid, caſe there be any ſuch, and that the Confe- rates may be ſtayed by the Injunction of this nourable Court from ſelling any more of the d Premiſſes, and that the ſaid M. and her ſaid sband may releaſe their Right and Claim to ſaid Rent-charge or yearly Payment, and t your Orator may be otherwiſe relieved in Premiſſes as this Honourable Court ſhall A- rd and Decree: May it pleaſe, *&c.*

Bills

Bills to Indemnifie Tenants in paying their Rents.

Complainant Exhibits his Bill againſt the Defendants being Tenants to the Premiſſes in the Bill, that he may be indemnified by Order of this Court in paying his Rent, and be directed to which of the Defendants he ſhall pay the ſame, there being a Suit depending between the two Defendants, for the Title to the Premiſſes in the Bill.

HUmbly complaining ſheweth unto your Lordſhip, your Orator M.W. of *Lambeth*-Marſh, in the Pariſh of *Lambeth*, in the County of *Surry*, Gardiner, That whereas one E. T. in the Pariſh of St. *Dunſtan*'s in the Weſt *London*, Merchant Taylor, pretending himſelf to be lawfully poſſeſſed of, and entituled unto a certain Meſſuage or Tenement in *Lambeth* Marſh aforeſaid, with a Garden of about one Acre of Ground thereunto adjoyning and belonging, for the reſidue of a term of Years, of which term divers Years are yet to come, did about three Years ſince offer to let the ſame to your Orator, and your Orator did agree to become Tenant to the ſame for one Year, at the yearly Rent of Thirteen pounds, and your Orator did continue to hold the ſaid Premiſſes as Tenant at Will, at and under the ſaid Rent of Thirteen pounds *per Ann.* until *Michaelmas*, which was in the Year of our Lord, One thouſand ſix hundred ninety one, and did pay divers Sums of Money to the ſaid E. T. towards ſatisfaction of the ſaid Rent. And your Orator farther ſheweth, That at or about *Michaelmas*, One thouſand ſix hundred ninety one, the ſaid E. T. and your Orator

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come to an Account touching all Rent due and in arrear from your Orator for the ſaid Premiſſes, at and before *Michaelmas*, One thouſand ſix hundred ninety one. And your Orator did ſatisfie and pay the ſame to the ſaid E. T. And your Orator further ſheweth, That the ſaid E. T. at the time he the ſaid E. T. and your Orator ſo accounted together, as aforeſaid, did acquaint your Orator that he had formerly mortgaged the ſaid Premiſſes to one W. T. deceaſed, his Brother, for One hundred pounds, and that the ſaid W. T. had by his Will deviſed his Intereſt in the ſaid Premiſſes, by virtue of ſuch Mortgage, to one H. W. of *Iſleworth*, in the County of *Middleſex* Clerk, and he the ſaid E. T. muſt part with the ſaid Premiſſes, or pay the ſaid H. W. the ſaid One hundred pounds, which he did not intend to pay, it being much more than the Premiſſes are worth, and therefore he told your Orator he muſt for the future pay his Rent to the ſaid H. W. or to ſuch or the like effect; and the ſaid H.W. ſhortly after demanding Poſſeſſion of the ſaid Premiſſes, your Orator as he was adviſed, he lawfully might and ought to do, did attorn and agree to become Tenant for the ſaid Premiſſes to the ſaid H. W. for one Year ending at *Michaelmas* laſt paſt, at, and under the ſaid Rent of thirteen pounds *per Ann.* and your Orator refuſing to hold the ſaid Premiſſes any longer at that Rent, the ſaid H.W. did agree that your Orator ſhould hold the ſame this preſent Year at the Rent of Eleven pounds, and your Orator well hoped that upon payment of his ſaid Rent he ſhould have quietly enjoyed the Premiſſes, without any further trouble or hazard. But now ſo it is, may it pleaſe your Lordſhip, the ſaid E. T. H. W. and one A. T. who, as is pretended, is Executrix of the laſt Will and

Teſtament of the ſaid W. T. combining and confederating together with intent to oppreſs your Orator and compel your Orator to pay his Rent twice, the ſaid E. doth now pretend and give out that the ſaid Mortgage-Money with Intereſt was paid or ſatisfied to the ſaid W. T. in his life-time, and that the Deed or Deeds whereby the ſame was ſecured, was, were, or ought to have been delivered up to be cancelled, and hath lately cauſed your Orator to be arreſted in an Action at Law, for the Rent due for the ſaid Premiſſes, and held your Orator to Bail, and pretends the ſaid Rent doth wholly belong to him, and the ſaid A. T. and H. W. do pretend the ſaid Rent belongs to them or one of them by virtue of the ſaid pretended Mortgage, and of the Will of the ſaid W. T. and threaten likewiſe to Sue your Orator for the ſame. In tender conſideration whereof, and foraſmuch as your Orator cannot tell to which of them the ſaid E. T. A. T. and H. W. he ought or may ſafely pay his ſaid Rent, but is in danger of being doubly charged for the ſame, unleſs he be relieved therein by this Honourable Court. To the end therefore the ſaid E. T. A. T. and H. W. may anſwer all and ſingular the Premiſſes, and ſet forth and diſcover what Right or Title they reſpectively have or claim to the ſaid Meſſuage or Tenement and Garden, and to the Rent due from your Orator for the ſame, and may interplead touching the ſaid Rent, and that your Orator may upon payment of his ſaid Rent deducting what your Orator hath paid thereout for Taxes and other Rates and Payments charged thereupon to ſuch of them to whom the ſame ſhall appear of right to belong, be indemnified and ſaved harmleſs by the Decree of this Honourable Court, and be fully relieved in all the ſingu-

ngular the Premiſſes, according to Equity and ood Conſcience, and that all proceedings at aw againſt your Orator for the ſaid Rent may e in the mean time ſtayed. May it pleaſe your ordſhip, the Premiſes conſidered, to grant unto our Orator not only her Majeſties moſt gra- ous Writ of Injunction to ſtay the Defendants roceedings againſt your Orator at Law, but al- her gracious Writ of *Subpœna* directed to them e ſaid E. T. A. T. and H. W. thereby command- g them and either of them, at a certain day, d under a certain pain therein to be limited, rſonally to be and appear before your Lordſhip, en and there to anſwer all the Premiſſes, and t they may alſo ſtand to and abide ſuch her and further Order, Rule, Direction and ecree, as your Lordſhip ſhall think fit to make: d your Orator ſhall ever pray, *&c.*

Bills to ſubject Lands to ſatisfie Judgments.

Bill brought againſt an Heir and his ſuppoſed Purchaſer, to ſubject the Lands to pay off a Judgment entred into by his Father.

Sect. 1. *Vide* Pleas and Anſwer in the Title Pleas and Anſwers. Sect. 16.

HUmbly, *&c.* ſhews, *&c.* Your Orators J. H. of M. in the County of B. Eſq; J. H. of, *&c.* Eſq; Executor of the laſt Will and Teſtament of J. B. who was the Relict and Executrix of the laſt Will and Teſtament of J. B. late of the City of *London*, Gent. and alſo Adminiſtrator *de bonis non* of the ſaid J. B. with the ſaid Will annexed, and E. G. of *London*, Widow, the Relict and Executrix of the laſt Will and Teſtament of J. G. late Citizen and Fiſhmonger of *London*, deceaſed; That one T. G. of B. in the County of *Eſſex*, Eſq; being heretofore indebted unto the ſaid J. B. in the Sum of 800 *l.* or ſome ſuch Sum, and not having ready Money to pay the ſame, did offer to give Security for the ſame by ſuffering or acknowledging a Judgment to the ſaid J. B. or any other Perſon in truſt for him whereupon the ſaid J. B. did direct him the ſaid T. G. to give or acknowledge a Judgment for the ſame, in the name of the ſaid J. G. and accordingly the ſaid T. G. did acknowledge or ſuffer Judgment to be recovered againſt him, in *Eaſter* Term, in the Thirteenth Year of the Reign of our Sovereign Lord the King that now is, for 800 *l.* Debt, beſides coſts of Suit, at the Suit and in the Name of the ſaid J. G. as by the Record of the ſaid Court may more fully appear, which ſaid Judgment nevertheleſs was taken in the Name of the ſaid J. G. in Truſt for the ſaid J.

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And your Orators farther ſhew unto your Lordſhip, That the ſaid J. B. having occaſion to take up the Sum of 100 *l.* at Intereſt, did apply himſelf to your Orator J. H. to borrow the ſame, and propoſed, as a Security for the repayment thereof, not only to give his Bond for the penalty of 200 *l.* but alſo to cauſe the ſaid Judgment, ſo as aforeſaid, had and obtained againſt the ſaid E. G. in the name of the ſaid J. G. to be aſſigned to your ſaid Orator J. H. whereupon your ſaid Orator J. H. did lend unto him the ſaid J. B. the ſaid 100 *l.* and for Security thereof the ſaid J. B. did not only enter into a Bond or Obligation, bearing date the 4*th* day of *May*, 1664. of the penalty of 200 *l.* but did alſo cauſe the ſaid J. G. by a certain Indenture bearing date the ſame 4*th* day of *May*, to grant, bargain, ſell, aſſign and ſet over unto your Orator J. H. his Executors and Adminiſtrators, as well the ſaid Judgment of 800 *l.* and coſts, as alſo all the benefit, profit, advantage, commodity, Sum and Sums of Money, and other matter or thing that could or might be had, obtained or gotten, by virtue of the ſaid Judgment, or by any Execution, Proceſs or Extent to be ſued thereon, and thereby conſtituted and appointed your Orator his lawful Attorney to ſue forth and proſecute any Execution or Proceſs for the recovery of the ſaid Debt and Coſts againſt the ſaid E.G. and in, and by the Condition of the ſaid Bond (wherein the Aſſignment of the ſaid Judgment is recited) the ſaid Bond and Aſſignment were to be void in caſe the ſaid J. B. his Executors or Adminiſtrators ſhould pay or cauſe to be paid to your Orator J. H. the ſaid 100 *l.* and Intereſt at certain times, in the ſaid Condition of the ſaid Bond expreſſed, as by the ſaid Bond or Obligation and Condition thereof, and the Aſſignment of the ſaid Judgment in the cuſtody of your

ſaid Orator J. H. ready to be produced to this Honourable Court, more fully and at large appeareth. And your Orator further ſheweth, That the ſaid J. B. did not pay the ſaid 100 *l.* and Intereſt according to the Condition of the ſaid Bond, whereby the ſame Bond and Aſſignment became abſolute, nevertheleſs your Orator J. H. did agree with the ſaid J. B. that in caſe he ſhould and did recover and receive all or any part of the Money due on the ſaid Judgment of and from the ſaid E. G. or that the ſaid J. B. ſhould and would afterwards pay the ſaid Principal and Intereſt due on the ſaid Bond, and pay reaſonable Coſts and Charges as he ſhould or might be put unto in recovering his Money, he your Orator would deliver up the ſaid Bond to be cancelled, and account with him concerning the Premiſſes, in caſe he had received any Money on the ſaid Judgment, and to aſſign the ſame as the ſaid B. ſhould think fit. And your Orators farther ſhew unto your Lordſhip, That the ſaid E. G. at the time of his acknowledging or ſuffering the ſaid Judgment to be recovered againſt him, was ſeized in his Demeſn as of Fee-ſimple, or of ſome other good Eſtate of Inheritance of and in the Manor of B. in the ſaid County of *Eſſex*, and of the Capital Meſſuage with the Appurtenances, and of divers Meſſuages, Lands, Tenements and Hereditaments in B. aforeſaid, and of and in divers other Lands, Tenements and Hereditaments, in divers other Places and Pariſhes, in the ſaid County of E. and alſo of and in divers other Manors, Meſſuages, Lands, Tenements and Hereditaments, ſituate lying and being in the Counties of *Somerſet* and *Devon*, and other Counties and Places in *England*, of a conſiderable yearly value; nevertheleſs was ſo ſtraitned for Money that he did not pay the Money due on the ſaid Judgment, but prevailed

with the ſaid J. B. to continue the ſame or the greateſt part thereof at Intereſt for ſome further time, and accordingly the ſaid J. B. did continue the ſame at Intereſt, and did not take any advantage upon the ſaid Judgment for the Non-payment of the ſaid Money, and after the ſaid Aſſignment of the ſaid Judgment to your Orator J. H. he the ſaid E. G. did make the like requeſt to your ſaid Orator J. H. and alſo to the ſaid J. B. that they would not extend his Lands, nor take out Execution againſt his Perſon or Goods upon the ſaid Judgment, and did then likewiſe promiſe as ſpeedy payment as he could raiſe Money, and accordingly he the ſaid E. G. did on or about the Month of *July*, One thouſand ſix hundred and ſixty four, pay unto your Orator J. H. the Sum of Forty pounds, in part of the Money then due on the ſaid Judgment, and about *November*, One thouſand ſix hundred ſixty and four, he the ſaid G. paid your Orator 20 *l.* more by and with the conſent and privity of the ſaid J. B. who being ſo acquainted therewith, and wanting Monies did deſire your Orator J. H. to lend him the Sum of 10 *l.* part of the ſaid laſt mentioned Sum of 20 *l.* which your Orator accordingly did, and the ſaid J. B. did then agree that your Orator J. H. had received only the Sum of 50 *l.* towards his principal Sum of 100 *l.* and Intereſt, and the ſaid E.G. did afterwards make ſeveral promiſes of payment of the reſidue of the Money due on the ſaid Judgment, but being involved in ſome great troubles that he could not conveniently pay the ſame, did further prevail with your Orator J. H. and the ſaid J. B. to forbear taking out Execution upon the ſaid Judgment, and they were the rather prevailed with ſo to do, in regard the ſaid E. G. affirmed, and he was all along looked on to be ſeized in Fee-ſimple, or of ſome other good

Eſtate of Inheritance, of, and in the ſaid Manors, Lands and Premiſſes, in the ſaid Counties of *Eſſex*, *Somerſet*, *Devon*, and ſeveral other Places and Counties in *England*, of a conſiderable yearly value. And your Orators further ſhew unto your Lordſhip, that before the ſaid E. G. paid any further part of the ſaid Debt, he died ſeized of ſuch real Eſtate, as aforeſaid, and alſo poſſeſſed of a good and plentiful perſonal Eſtate, conſiſting in ready Money, Plate, Jewels and Rings, and of, and in great quantities of Houſhold-Goods, and Utenſils belonging to Houſhold and Husbandry, and of, and in divers Horſes, Oxen, Cows, Sheep, and other Cattle, and divers quantities of Corn, Grain and Hay, and of, and in divers Debts and Sums of Money, due to him upon Specialty and without Specialty, and divers Sums of Money due to him for Arrearges of Rent of, and from ſeveral Tenants, or Occupiers of Farms or Lands, and of, and in divers Chattels and Leaſes, and of ſeveral other Goods and Chattels of conſiderable value, ſufficient to have paid all his Debts with an over-plus; after whoſe deceaſe H. G. the eldeſt Son and Heir of the ſaid E. G. entred upon the ſaid real Eſtate of the ſaid E. G. of a conſiderable yearly value, ſubject to the ſaid Judgment, and he the ſaid H. G. either as Executor to his ſaid Father, or elſe as Adminiſtrator to him, poſſeſſed himſelf of all his Fathers perſonal Eſtate, of the value of 3000 *l.* and upwards, and ought to have paid and ſatisfied the reſidue of the Money due on the ſaid Judgment: Or elſe ſome other perſon or perſons by and with his privity, conſent and directions, have or hath poſſeſſed him, her, or themſelves of all the ſaid perſonal Eſtate to the uſe of the ſaid H. G. or elſe in truſt for him, and have or hath applied the ſame, and the profits thereof to his or their own uſe, and

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have hitherto neglected to diſcover the ſame, ſatisfie your Orators or either of them the ey due on the ſaid Judgment, whereupon Orator cauſed a *Scire facias* or other Proceſs ſued out upon the ſaid Judgment, with in- to extend the ſaid Manor of B. and other ds in the ſaid County of *Eſſex*. But now ſo may it pleaſe your Lordſhip, That the ſaid . combining and confederating to and with and divers other perſons unknown to your tors, who, when diſcovered, they pray may ſerted and made Defendants hereto, with apt ds to charge them as Defendants, how to de- and defraud your Orators of the Money due the ſaid Judgment, have pleaded in Bar to Action or Writ brought upon the ſaid Judg- , that there was ſome Settlement made upon Marriage of the ſaid E. G. or at ſome time edent to your Orators Judgment, or elſe do out, That they will ſet up ſuch Settlement Bar to your Orators Recovery upon the ſaid Lands. And the ſaid Confederates do fur- give out in Speeches, That the ſaid H. G. ſince the death of the ſaid E. G. his Father, the ſaid *Eſſex* Lands to the ſaid F. C. for a ble conſideration, under the Title of the pretended Settlement, whereas in truth if be any ſuch Settlement as is pretended, the is voluntary and fraudulent, and was made the Marriage of the ſaid E. G. without any and valuable conſideration, and was all a- in the life-time of the ſaid E. G. kept ſecret rivate, and the ſaid E. G. was looked on to ized of the ſaid *Eſſex* Lands in Fee-ſimple, ſo he the ſaid E. G. all along affirmed, and me is well known to the ſaid F. C. or at wiſe he was made acquainted before his Pur- , that the ſaid Settlement was voluntary,

and

and ought not to prejudice the Creditors of
ſaid E. G. and the ſaid F. C. at or before the
of his Purchaſe had notice of the ſaid Judg
before ſet forth, or at leaſtwiſe had ſome in
mation, or elſe upon ſearch found, there was
Judgment, as aforeſaid, and was apprehe
thereof, and upon ſome agreement between
and the ſaid H. G. did retain and keep the
of 800 *l.* or ſome other great Sum, part of
Purchaſe-Money in his Hands, to anſwer
Incumbrances as ſhould happen to ſtand
whereto the Lands by him purchaſed migh
ſubject, and in particular to ſave him harmle
gainſt the before mentioned Judgment, and th
is a great Sum of Money, part of the ſaid Purch
Money ſtill remaining in the Hands of the
F. C. for that purpoſe, but they the ſaid Confe
rates refuſe to diſcover the ſame, or the perſo
Eſtate of the ſaid E. G. and the ſaid H. G.
alſo refuſe to pay your Orators their ſaid D
or to diſcover what Lands or Tenements or C
tel Leaſes the ſaid F. G. his Father, or an
Truſt for him, was or were ſeized or poſſeſſ
in the Counties of *Somerſet* and *Devon*, or in
other place or County in *England*, and doth
fuſe to diſcover who was Executor or Adm
ſtrator to his Father. All which doings of
ſaid H. G. and the ſaid other Confederates
tend to your Orators great wrong and preju
and are contrary to all Right, Equity and g
Conſcience. In tender conſideration wher
and foraſmuch as your Orators have no reme
Law to diſcover the truth of the ſaid Settlem
or whether the ſaid F. C. had notice of the
Judgment before his pretended Purchaſe, no
diſcover the reſt of the real Eſtate of the ſai
G. nor to diſcover the perſonal Eſtate, nor wh
in it conſiſted, nor who was then his Execut

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miniſtrator, nor who poſſeſſed the ſame, nor
the ſame is diſpoſed, your Orators Witneſ-
to prove the Premiſſes being dead, or in re-
e Parts, ſo that they know not where to find
m, but in all the ſaid Premiſſes are only and
perly relievable before your Lordſhip in this
nourable Court. And to the end the ſaid H.
may ſet forth and diſcover the ſaid pretended
lement, and when, and by whom made, and
what conſideration, and who were and are
neſſes thereunto, and what Manors, Lands and
nements are contained, mentioned and com-
ed in the ſaid Settlement, with their particu-
Situation, Names, Places, and Boundaries or
uttals, and whether he doth not know that his
her was all along accounted and reputed to be
ed in Fee-ſimple, or ſome other Eſtate of In-
itance of the ſaid *Eſſex* Lands and Tenements,
may alſo ſet forth and diſcover whether the
E.G. his Father, or any other perſon or per-
in Truſt for him was or were at the time of
acknowledging or ſuffering the ſaid Judgment
e recovered againſt him, or at any other time
times afterwards ſeized of any other Manors,
ds, Tenements or Hereditaments in the Coun-
Counties of *Somerſet* or *Devon*, or in any o-
County, Town or Place in *England*, and
ther he the ſaid E. G. or any other in Truſt
him was or were poſſeſſed of, or intereſſed in
, and what Chattel Leaſes in the ſaid County
ther Places, and may ſet forth the particulars
true values of ſuch Lands, Tenements and
es, and the Name and Names of the Counties,
ns and Places where the ſame did or do lie,
their particular Names, Abuttals and Boun-
s, and in whoſe Poſſeſſion or Occupation
ſame was and were; and may alſo diſcover
ther he the ſaid H. G. or any other by his
privity

privity is or are Executors or Adminiſtrators to t
ſaid E. G. his Father, and of what perſonal Eſta
his Father died poſſeſſed of, or intituled un
and wherein the ſame did particularly conſiſt, a
whether he or any other in Truſt for him have
hath poſſeſſed the ſame, or any, and what p
thereof, and by and under what title, colour
pretence. And to the end that they the ſaid
G. and F. C. may ſet forth and diſcover what M
nors, Lands and Tenements the ſaid F. C. hath
any time purchaſed ſince the death of the ſ
E. G. whereof and wherein the ſaid E. G. was
zed at the time of entring into the Judgment,
at any time during his life, and may ſet forth
particulars and parcels of the ſaid Lands a
where they do lye, and the yearly value there
and whether the ſaid F. C. had notice of the
Judgment, at or before the time of his Purcha
and whether there were any of the Purcha
Money left in his Hands, or any Security gi
to ſave him harmleſs againſt the ſaid Judgme
and how much, and what Money and Secur
And to the end the ſaid H. G. and F. C. may
ſwer all and ſingular the Premiſſes, and the
H. G. make a full diſcovery of all the real Eſ
whereof his Father was ſeized at the time of
ſaid Judgment, and of what perſonal Eſtate
died poſſeſſed of, or intereſſed in, and that
ſaid Confederates may anſwer all and ſing
the Premiſſes, as if they had been here again
ticularly Interrogated, and your Orators ma
relieved in the Premiſſes according to Equ
May it pleaſe, *&c.*

Bills for Recovery of Legacies.

Complainant being in right of his Wife to receive of the Defendant 300 l. *as a Legacy given by the Teſtator, to whom the Defendant is Heir and Executor, and having made a ſubſequent Agreement to accept of* 20 l. *and* 9 *Acres of Meadow to be veſted on him and his Heirs, in full ſatisfaction of the ſaid Legacy, and releaſed the ſame; and the Defendant having paid the ſaid* 20 l. *and refuſing to convey the ſaid Lands, Exhibits his Bill to compel him to Convey the Lands to him and his Heirs.*

Humbly, *&c.* ſheweth, *&c.* your Orator R. H. of A. in the County of K. Taylor, and M. his Wife, which M. is one of the ghters of K. B. late of H. in the ſaid County K. Gentleman, deceaſed, and one of the Si- of T. B. Son and Heir apparent and Execu- of the laſt Will and Teſtament of the ſaid B. deceaſed. That whereas the ſaid K. B. r Oratrix M's late Father, being in his life- ſeized in his Demeſn as of Fee, to the uſe of and his Heirs, of and in divers Meſſuages, ds, Tenements and Hereditaments, ſituate, g and being in the ſaid County of K. and where, of a great and conſiderable yearly va- and alſo poſſeſſed of, and intereſſed in a very e and plentiful perſonal Eſtate, conſiſting in rtgages, Bonds, and other Securities for Monies, y Monies, Plate, Houſhold-Stuff, Linnen, Wool- Pewter, Braſs and other Goods and Chattels of value of 3000 *l.* and upwards: Upon or about 7*th* day of *January* 1657. made his laſt Will Teſtament in Writing, bearing date on or t the ſaid 7*th* day of *January* in the ſaid Year

year 1657. and having then four Daughter
that is to say, M. T. E. and your Oratrix M.
thereby, amongst other things therein contain
give and bequeath unto each and every of his
four Daughters, whereof your Oratrix M.
one, the several and respective Sums of 300 *l.*
piece of lawful Money of *England* to be paid
to every and each of them respectively, with
one Year after their respective Ages of Marria
by his Executor, and did farther thereby
and Devise in the mean time unto every and e
of his said four Daughters, the yearly Sum
15 *l.* of lawful Money of *England*, for th
Maintenance, to be paid yearly and every Y
quarterly by his Executor, and by and of his
last Will and Testament, made his said Son T.
his full and sole Executor, as in, and by the
last Will and Testament, whereto, for more
tainty therein, your Orator and Oratrix re
themselves, more at large it doth and may appe
And shortly after the making of the said last W
and Testament the said K. B. your Oratrix's
late Father died, seized and possessed, as afo
said, immediately after whose death the said T
entred into all and singular the said Messua
Lands, Tenements and Hereditaments, and
ved the said Will, and took upon him the
Executorship, and possessed himself of all
singular the said personal Estate, sufficient to
all the Debts, Legacies and Funeral Expences
the said Testator, with a very great over-
And the said T. B. as Executor, as afore
yearly and every Year from the death of the
K. B. until your Oratrix attained her Age of M
riage (which was in or about the Month *Sept*
ber in the Year of our Lord God, 1661.)
Oratrix then being of the Age of Twenty Ye
or thereabouts, about which time your Or

Oratrix inter-married, within one Year which the ſaid T. B. Executor, as aforeſaid, ght to have paid and ſatisfied unto your Ora- and Oratrix, the ſaid Sum of 300 *l.* according he ſaid laſt Will and Teſtament, received the nts, Iſſues and Profits of the the ſaid Eſtate.) now ſo it is, may it pleaſe your Lordſhip, t the ſaid Executor T. B. although he had Aſ- in his Hands, and although he had notice the ſaid Marriage, and although he was often hin and after one Year of the ſaid inter-mar- , often in a friendly manner thereunto re- ed by your Orator and Oratrix, refuſed to unto your Orator and Oratrix the ſaid Sum oo *l.* or any part thereof, given and bequea- to your Oratrix, as aforeſaid; but after your or and Oratrix had been married for the e of two Years and upwards, the ſaid T. B. ming that he was lawfully ſeized in his own of the Inheritance in Fee-ſimple of the s hereafter mentioned, free from Incum- ces, your Orator and the ſaid T. B. came this Agreement, for, about and concerning ſaid 300 *l.* given and deviſed to your Ora- as aforeſaid, and it was then mutually and agreed by and between your Orator and the T. B. that your Orator ſhould Seal and deli- a Releaſe to the ſaid T. B. of the Sum of 300 *l.* and bequeathed to your ſaid Oratrix, as a- id, and that the ſaid T. B. ſhould there- pay unto your Orator the Sum of 20 *l.* of Money of *England*, and alſo by good and ent Conveyance in the Law, convey and unto your Orator and his Heirs ſeven of the Lands of the ſaid T. B. parcel of adow called *Great Broad Mead* lying and in in the ſaid County of K. and Acres more of the Lands of the ſaid E. B. lying

lying and being in a certain Field in
in the ſaid County of K. of the yearly value
10 *l. per Ann.* or thereabouts, in full ſatisfaction
the ſaid Sum of 300 *l.* given and deviſed to y
Oratrix, as aforeſaid. In performance of wh
Agreement on your Orator's part, your Ora
did Seal and deliver a Releaſe to the ſaid T
of the ſaid Sum of 300 *l.* given and bequeat
to your ſaid Oratrix, as aforeſaid; and in par
performance of the ſaid Agreement on the p
of the ſaid T. B. he the ſaid T. B. did pay u
your Orator the ſaid Sum of 20 *l.* of lawful
ney of *England*, but the ſaid T. B. hath not c
veyed or aſſured unto your Orator and his H
the ſaid Lands or any part thereof, but utt
refuſeth ſo to do, although he hath often i
friendly manner ſince the ſaid Agreement b
requeſted by your Orator ſo to do. All w
doings and dealings of the ſaid T. B. with
Orator and Oratrix in the Premiſſes are ag
all Juſtice, Right, Equity and good Conſcie
and contrary to the Agreement fully execute
your Orator, and executed in part by the
T. B. as aforeſaid, and tend to the great wr
loſs and injury of your Orator, your O
and Oratrix being by the ſaid Releaſe un
barred of the ſaid Sum of 300 *l.* deviſed, as a
ſaid. In tender conſideration whereof, and
that your Orator hath no remedy to be rel
in the Premiſſes, at and by the Common La
this Realm, for want of ſuch preciſe proof th
as by the ſtrict Rules thereof is requiſite, an
that divers of your Orator's Witneſſes that
prove great part of the Premiſſes are either
gon beyond the Seas, or removed into re
places, altogether unknown to your Orat
that your Orator cannot have the bene
their Teſtimonies, and for that your

ath no remedy at Common Law to compel the
id T. B. to discover and perform the said Agree-
ent in Specie or otherwise, save in this Honour-
le Court in a course of Equity. To the end
herefore that the said T. B. may upon his Corpo-
l Oath declare, set forth and discover his full
owledge and belief of, in and concerning the
emisses, and whether he ever made any such
greement with your Orator, as aforesaid, and
hen and where, and in whose presence, or what
greement or Agreements he ever made with
ur Orator, and wherefore, and when and where
d in whose presence, and how far the same
e been executed, and that the said T. B. may
compelled fully to perform and execute the said
reement and Agreements, and well and suffi-
ntly to convey and settle the same Lands up-
your Orator and his Heirs, to the use of your
ator and his Heirs, free from all Incumbran-
; and that the said T. B. may upon his Corpo-
Oath, true, full, plain, perfect, particular and
ct answer make to all and singular the Premis-
, and your Orator and Oratrix be relieved in
nd singular the Premisses according to Equi-
&c. May it please, &c.

The Court decreed the 9 Acres of Meadow to be setled on the Plaintiff and his Wife, and the Heirs of the Wife, and to be so setled as that the Defendant may receive the Profits during the Life of the Husband, and after to the Wife and her Heirs, the Husband having barred himself by subsequent Agreement.

Section 2.

Umbly, &c. sheweth unto your Lordship, D. S. of the Parish, &c. Widow and Relict of late of the Parish, &c. Esq; deceased, and A. Infant, under the Age of 21 Years, Daugh-

ter of the ſaid R. S. by A. his former Wife, wh
was Daughter of J. B. late of, &c. deceaſed, b
the ſaid D. her Guardian, That the ſaid J. B. Gran
frather of your Oratrix, A. was in his Life-time
and at the time of his deceaſe intereſſed in an
poſſeſſed of, and in four Houſes, Meſſuages
Tenements, ſituate and being in Stree
and of, and in four other Meſſuages, Houſes
Tenements, ſituate and being in *H.* in the Pari
of St. *Clements Danes*, in the County of M. no
or late in the ſeveral Tenures or Occupations
W. L. &c. for or by force and virtue of a lo
term of Years which he had therein then a
yet to come and unexpired, and which were gra
ted unto the ſaid J. B. or to ſome in Truſt for hi
by the Right Honourable the Earl of *Clare*,
ſome of his Truſtees, or others claiming un
him, of the clear yearly value of 130 *l. per A*
clear, over and above and beſides the Grou
Rent, Taxes and Repairs. And the ſaid *J.*
was alſo in his Life-time, and at the time of
Death, intereſſed in, and poſſeſſed of two Hou
Meſſuages or Tenements, ſituate, lying, and
ing, &c. and of and in four Houſes, Meſſuage
Tenements more, ſituate, lying and being in
tle Suffolk Street, &c. and of and in three Hou
Meſſuages or Tenements, ſituate, &c. in G
Suffolk Street, &c. and of two Houſes, &c. in
Hay-Market, &c. in the Pariſhes of St. *Ma*
in the Fields, or St. *James*'s, or one of them
the ſeveral Tenures, &c. for or by force and
tue of a long Term of Years, or ſome Ter
Years, then and yet to come and unexpired, w
were granted unto the ſaid J. B. or to ſome in
for him, by the Right Honourable the Earl of
ſome of his Truſtees, or ſome claiming u
him, or ſome other perſon or perſons, unk

nto your Orator, who had right and power to eaſe and grant the ſame, and the ſaid laſt Meſſu- es and Tenements were and are of the clear early value of 300 *l. per Ann.* over, and beſides e Ground-Rent, Taxes and Repairs; and the id J. B. was alſo in his life-time, and at the time his death, intereſſed in, and poſſeſſed of two ouſes, Meſſuages or Tenements, Situate, *&c.* in *James's Street*, and of, and in Eleven Houſes, eſſuages or Tenements more, Situate and being the *Pall-Mall*, in the ſaid Pariſhes of St. *James's* d St. *Martins* in the Fields, or one them, now the ſeveral Tenures or Occupations of, *&c.* for by force and virtue of a long term of Years, or e term of Years, then and yet to come and xpired, and which were granted unto the ſaid or to ſome in Truſt for him, by the Right nourable the late Earl of St. *Albans*, or ſome is Truſtees, or others claiming under him, y his late Majeſty King *Charles* the Se- or ſome other Perſon or Perſons who had right, title or power to grant and Leaſe the ; which ſaid laſt mentioned Meſſuages and ements were and are of the clear yearly value o *per Ann.* over and above, and beſides the nd-Rent, Taxes and Repairs. And the ſaid was alſo in his life-time, and at the time of ath, intereſſed in and poſſeſſed of one Meſ- Tenement or Dwelling-Houſe, Situate being in *Pickadilly*, in the ſaid Pariſhes, or them, now or late in the Tenure or Oc- on of, *&c.* for, or by force and virtue of a term of Years which he had therein, then to come and unexpired, and which was unto the ſaid J. B. or to ſome in Truſt by the ſaid late Right Honourable Earl *Albans*, or ſome Perſon or Perſons claiming him, or by his ſaid late Majeſty King

Charles the Second, or ſome other Perſon or Pe
ſons that had good right and title to grant an
Leaſe the ſame, which laſt mentioned Meſſua
or Tenement was, and is of the clear yearly v
lue of 20 *l.* beſides the Ground-Rent, Taxes a
Reparations; and the ſaid J. B. was alſo in
life-time, and at the time of his death poſſeſſed
and intereſſed in divers and ſundry other Me
ages, Lands and Tenements in the City of *L*
don and County of *Middleſex*, and elſewh
within the Kingdom of *England*, for ſeveral ot
long terms, or for a long term of Years which
had therein, and which is not yet expired;
was alſo at the time of his death poſſeſſed o
very conſiderable perſonal Eſtate, conſiſting
ready Money, Plate Jewels, Goods, Houſh
Stuff, Debts due for Rent Arrear, and by Bo
Judgments, Mortgages and other Securities,
by ſimple Contract, and other Goods and C
tels, amounting to the value of 10000 *l.*
and above the Leaſes before-mentioned,
which was ſufficient to pay and ſatisfie all
Debts and Legacies, with a very great Over-
he owing but very little at the time of his dec
And the ſaid J. B. being poſſeſſed of ſuch E
as aforeſaid, by his laſt Will and Teſtame
Writing, by him duly executed, and bearing
on or about the 23*d.* day of *October* 1671. di
and deviſe ſome ſmall Legacies to and am
his Friends and Relations, and did thereby
and deviſe unto your Oratrix A. and her B
R. S. two of his Grandchildren, 700 *l.* api
be paid to them reſpectively, in manner fo
ing, and that is to ſay, the ſaid R. his 70
be paid him at his Age of 21 Years, an
other 700 *l.* to be paid to your Oratrix *A.*
Age of 21 Years or day of Marriage, and
ther of them ſhould die before their reſp

Le

Legacies ſhould become due, then he gave the Legacy of her or him ſo dying to the Survivor of them, and all the reſt and reſidue of his Goods, Chattels, Leaſes, Lands, Tenements and other Eſtates, thing and things whatſoever, whereof he was poſſeſſed or which was in any way due or belonging to him (his Debts, Legacies and Funeral Charges being firſt paid and ſatisfied) he gave and bequeathed unto his Grandchild J. C. S. (your Oratrix A. her eldeſt Brother) and the Iſſue Male of his Body, and if he died before the Age of 21 Years without Iſſue Male, he then gave the ſaid Premiſſes unto his Grandchild R. S. your ſaid Oratrix's other Brother) and the Iſſue Male of his Body, and if he ſhould die before he attained the Age of 21 Years without Iſſue Male, then he gave the ſame Premiſſes unto his Couſin J. B. his Heirs, Executors and Adminiſtrators, upon Condition that he and they ſhould pay unto your Oratrix A. or her Aſſigns 1600 *l.* more if ſhe were then living, and did make the ſaid R. S. Father of your Oratrix and W. S. and J. H. Executors in Truſt of his ſaid laſt Will and Teſtament, and ſhortly after and the day of 1671. he the ſaid R. died poſſeſſed of, and intituled unto ſuch Eſtate, as aforeſaid, after whoſe death the ſaid R. S. your Oratrix's Father only proved the ſaid Will, and took upon him the Execution thereof, your Oratrix A. and her ſaid Brothers being all Infants, and your Oratrix's ſaid Father paid all her ſaid Grandfather's Debts and Legacies, ſave what was levied and given to her and her ſaid Brothers, as aforeſaid, and had ſufficient remaining in his Hands, in, and of perſonal Aſſets of the ſaid J. S. his Eſtate, to pay her and her ſaid Brother R. their reſpective Legacies of 700 *l.* apiece and Intereſt for the ſame, without charging the Leaſehold Eſtates, the Chattels real deviſed to her ſaid

Brother J. C. as aforesaid, or any of the Rents
Profits thereof from or after the death of their fa
Grandfather, with the payment of the said 700
apiece, or any part thereof. And your Oratr
said Grandfather death, receive and lay up t
Rents and Profits of the Lease-hold Estate to a
for the benefit and advantage of the said J. C
until he died, which hapned to be on or ab
the sixth day of *July*, 1678. at or near B. in
County of *Hertford*, before he attained the A
of 21 Year, and without ever having been m
ried, and without making any Will or disposi
of any of his Estate, by means whereof, as y
Oratrixes are advised, the said Chattel Leases
vised by the said J. B. to the said J. C. as aforesa
for and during the then residue of the terms
Years to come in the said Premisses, and
growing Rents and Profits thereof after the de
of the said J. C. S. as also the Rents and Pr
thereof, which grew due in his life-time,
were before or after his death received by
Father, and all other the personal Estate of the
J. C. did in Equity and Justice belong and
pertain unto the said R. S. the Father, in cas
had taken out Letters of Administration of
Estate of the said J. C. his Son, or otherwise
your Oratrix A. and her Brother R. S. as now
tituled to the Administration, by virtue of
Act for distribution of Intestates Estates, for
the limitation over to R. the Son of the said C
tel Leases, and other personal Estate was not
but void in Law. And your Oratrixes fa
shew unto your Lordship, That the said R. S.
Father and your Oratrix D. on or about the
day of *August* 1679. inter-married, and abou
19*th.* day of *September* then ensuing, the said
died, and having long before the death of th
J. C. about the 13*th* daly of *July*, 1674. ma

aſt Will and Teſtament in Writing, he did there-
y give and bequeath unto his Brother T. S. to be
ining chargeable and charged out of his Eſtate
o *l. per Ann.* to be paid him, his Executors or Aſ-
gns, at the Feaſt of St. *Michael* the Archangel and
e Annuciation of the bleſſed Virgin *Mary*, the
ſt payment to be made at ſuch of the ſaid Feaſts,
ſhould next happen after his death, for and du-
ng ſo long time, and until his ſaid Son J. C. S.
ould attain the Age of 21 Years, and he did
ſo thereby give and deviſe unto ſome of his
elations, Friends and Acquaintance, ſeveral o-
er Legacies therein particularly ſpecified, and to
s Siſter A. F. 5 *l.* for her life *per Ann.* to be iſſu-
g, charged and payable out of his Eſtate at the
aſt of the Annunciation of the bleſſed Virgin
ry yearly, and gave his Leaſe of his Houſe and
nds at C. in the County of B. to his Brother W.
and his Children equally amongſt them, and
pointed the Legacies given to Mr. W. T. Mr. F.
. and Mr. D. amounting in all to 60 *l.* ſhould
paid out of the Hearth-Money due to him out
the *Exchequer*, and out of the Arrears due to
n from his then Majeſty, And all the reſt and
due of his Goods, Chattels, Debts and other
ates, thing and things whereof he was poſſeſ-
or was any way due and belonging to him
s Debts, Legacies and Funeral Charges being
paid and ſatisfied) he did give and bequeath
o his three Children J. C. S. R. S. and A. S.
r Oratrix, equally to be divided amongſt
m, part and part alike, and if any of them
ld happen to die before they ſhould attain
r reſpective Ages of 21 Years, or day of Mar-
e of your Oratrix firſt hapning, then he gave
part, ſhare and portion of him, her or them
ying, to and amongſt the Survivor or Survi-
of them (over and above ſuch Eſtate and

Legacies as were given and bequeathed to them, in and by the laſt Will and Teſtament of J. B. their late Grandfather deceaſed, and did make and ordain his ſaid Brother T. S. Executor in truſt of his ſaid Will, as in and by the ſaid Wills of the ſaid J. B. and R. S. if the ſame were produced would appear; and your Oratrix D. after the death of the ſaid R. S. her Husband, finding his ſaid Will freely permitted the ſame to be produced, being ſatisfied in her Conſcience that ſhe ought not to deſtroy or conceal the ſame, though ſhe did really believe that her Husband being a Gentleman of known Integrity and worth, never deſigned or intended it ſhould be his laſt Will, but had forgotten the ſame, and often declared that he would either buy Lands and ſettle them upon her, or that ſhe ſhould have a ſhare with his Children out of his own Eſtate, they both being ſo well provided for by their Grandfather B. beſides the ſhare and proportion which they might have with her out of her Fathers Eſtate, which was very conſiderable, for that he the ſaid R. S. died ſeized in Fee of and in ſeveral Meſſuages, Lands, Tenements and Hereditaments, lying and being in ſeveral places within the Kingdom of *England* unknown to your Oratrixes, of the yearly value of 200 *l. per Ann.* of which ſhe your Oratrix D. is Dowable, and ought to have the thirds thereof for her life; and the ſaid R. S. the Father was ſo poſſeſſed of, intituled unto and intereſſed in very great and conſiderable perſonal Eſtate in Chattel Leaſes, for ſeveral long terms of Years and of and in divers and ſundry other Meſſuages or Tenements and Houſes, with the Appurtenances, ſituate and being within the Pariſhes of *James's* and St. *Martins* in the Fields aforeſaid and elſewhere in the County of *Middleſex*, of the clear yearly value of 400 *l. per Ann.* and upwards

d of and in other conſiderable perſonal Eſtate, ready Money, Plate, Jewels, Rings, Bedding, innen, Houſhold-Goods and Houſhold-Stuff, and and in ſeveral conſiderable Debts due and ow- g unto him, for Rent Arrear, and on Mortg- s, Bonds, Bills, Specialties, and otherwiſe, on curities of Record, and by Securities of as high nature, from his late Majeſty King *Charles* the cond, and ſeveral other perſons, amounting to e Sum of 1500 *l.* and upwards, and he the ſaid . S. having gotten the ſaid Will into his Cuſto- y, as aforeſaid, immediately took poſſeſſion of the real and perſonal Eſtates of the ſaid J. B. J. S. and R. S. and of all the Securities, Deeds, eaſes, Counterparts of Leaſes and Writings hatſoever, of and belonging to the ſame, and d not permit or ſuffer your Oratrix D. to have enjoy any part or parcel of the real or perſon- Eſtate of the ſaid R. S. her late Husband, and firmed to and aſſured your Oratrix that the ſaid . S. her late Husband did not die ſeized of any al Eſtate whatſoever, of which ſhe might be ndowed or had any right or title of Dower unto, t afterwards when the ſaid T. S. had proved the id Will, and took upon him the execution there- under the truſt aforeſaid, he the ſaid T. S. un- r pretence of kindneſs to your Oratrix, did by denture; dated about the 25*th* of *June*, 1680. miſe and grant unto her, with the privity and nſent of the ſaid R. S. then above 14 Years old, e dwelling Houſe in the *Pall-Mall* aforeſaid, herein ſhe and the ſaid R. S. her Husband dwelt, ich was part of the perſonal Eſtate of the ſaid . S. deviſed by him to your Oratrix A. and her d Brothers, as aforeſaid, from thenceforth for Years, if ſhe and the ſaid R. S. ſhould live ſo g, at and for the yearly Rent of 10 *l. per Ann.* yable on the Feaſt day of St. *John* the Baptiſt,

provided,

povided, and it was thereby declared and agree
That the ſaid yearly Rent ſhould remain and co
tinue in the Hands of your Oratrix D. during th
Minority of the ſaid R. S. to the intent and pu
poſe that the ſame ſhould be paid to the ſaid R.
when he ſhould attain his Age of 21 Years, unle
he out of reſpect and kindneſs he had to your ſa
Oratrix his Mother-in-Law, ſhould think fit to r
mit and not require the ſame, as by the ſame Inde
ture may appear, and the ſaid T. S. promiſed yo
Oratrix that the ſaid R.S. ſhould not require the ſa
10 *l. per A.* of your ſaid Oratrix, and your ſaid Or
trix D. did thereupon, and on the repeated promi
and aſſurances of the ſaid T. S. that the ſaid R.
ſhould not demand or require the ſaid 10 *per A*
purchaſe and buy of the ſaid T. S. ſeveral Goo
and Houſhold-Stuff of her ſaid late Husband, th
in the ſaid Houſe, and paid him the ſaid T. S.
the ſame 170 *l.* which was more than the ſa
were worth to be ſold, and which price ſhe w
contented to give, and did agree to give and d
pay upon ſuch promiſe and undertaking of t
ſaid T. S. that the ſaid R. S. ſhould never requ
the ſaid 10 *l. per Ann.* and the ſaid T. S. did a
take the ſaid R. S. and your Oratrix A. into h
care, cuſtody and tuition, and about the d
of, &c. upon the deſire and requeſt of your O
trix A. ſhe your ſaid Oratrix was committed
the care, education and tuition of your Orat
D. with whom ſhe ever ſince hath and now d
reſide and live, and the ſaid T. S. hath allow
and paid what he thought fit for her Maintena
and Education, and often promiſed to be juſt a
true to her, and give her a juſt and true accou
and ſatisfaction of and for what belonged unto
of the Eſtates of her ſaid Grandfather, Brother a
Father. But now ſo it is, may it pleaſe y
Lordſhip, that the ſaid T. S. having poſſeſſed h

ſelf of all the ſaid real and perſonal Eſtates, as aforeſaid, and of all the Deeds, Writings and Securities, any ways relating to and concerning the ſame, and having received the Rents, Iſſues and Profits thereof, ever ſince the death of your Oratrixes Father, amounting to above 10000 *l.* more, and having made ſeveral thouſand pounds profit and advantage, by uſing and imploying of the ſaid Eſtates, and putting of them forth at Intereſt, and having no viſible Eſtate of his own to anſwer and give ſatisfaction of and for the Premiſſes aforeſaid, and deſigning and intending to defeat and defraud your ſaid Oratrix A. of her right and Intereſt to her ſaid Grandfathers, and Fathers Eſtate, and the Eſtate of the ſaid J. C. her late Brother, and your ſaid Oratrix D. of her Dower, and for that purpoſe combining and confederating himſelf to and with the ſaid R. S. your ſaid Oratrix A's Brother, who about the 15*th* of May laſt, 1687. attained his Age of 21 Years, they the ſaid Confederates do now pretend and give out in Speeches that the ſaid R. S. the Father did not die ſeized of any Eſtate of Inheritance of which your Oratrix D. ought to have any Thirds, or is or can be intituled to any right of Dower, and that the Rents and Profits of the Leaſe-holds and other perſonal Eſtate of the ſaid J. B. the Grandfather, deviſed by him to the ſaid J. C. S. in manner, as aforeſaid, and which became due and payable in his life-time, and were received by R. S. the Father, are due and belonging unto him the ſaid R. S. the Son; and alſo that the whole Intereſt of the Leaſe-hold Eſtates and Rents, Iſſues and Profits thereof ever ſince the death of the ſaid J. C. S. belongs to the ſaid R. S. your Oratrixes Brother, for that he died before the Age of 21 Years without Iſſue, and that if it ſhould be admitted that the deviſe of the ſaid perſonal

perſonal Eſtate of the ſaid J. B. to the ſaid R. S. was void in Law, yet the ſame did not of right and equity belong to the ſaid R. S. the Father as he had right to Adminiſter to his ſaid Son J. C. S. and was next of kin to the ſaid J. C. at the time of his death, but the ſaid R. S. and T. S. now give out and pretend that the ſaid R. S. the Father in his Life-time, nor any other not having adminiſtred to the ſaid J. C. the ſame belonging to the ſaid R. S. your Oratrixes Brother, as Adminiſtrator to the ſaid J. C. he having lately obtained Letters of Adminiſtration to the perſonal Eſtate of the ſaid J. C. to be granted unto him out of the Prerogative Court of *Canterbury*, and the Court of the Biſhop of *London*, whereas your Oratrix A. is as nearly related to the ſaid J. C. and was ſo at the time of the death of the ſaid J. C. as the ſaid R. S. her Brother was or is, and thereby is entituled equally with her ſaid Brother R. to the perſonal Eſtate of the ſaid J. C. and your ſaid Oratrix A. well intituled, as ſhe is adviſed, to a moiety or half part of all the perſonal Eſtate of the ſaid J. C. and of the ſaid R. S. the Father, whereof they reſpectively died poſſeſſed, and ought to have an account and ſatisfaction of and for the ſame; but the ſaid R. and T. S. your Oratrix A's Uncle and Brother, to prevent and hinder the ſame and defeat her thereof, have ſince that her ſaid Brother came of Age, as they now pretend, caſt and ſtated and even'd the Accounts of the ſaid Eſtate between them, and they pretend that he the ſaid T. S. hath ſatisfied and paid unto the ſaid R. all the Monies due, payable or ariſing to, by or out of the perſonal Eſtate of the ſaid J. C. S. or Free-hold Eſtate of the ſaid R. S. deceaſed, and that he the ſaid R. S. the Son hath given unto him the ſaid T. a Releaſe, Acquittance or Diſcharge of the ſame, whereas in truth, if any ſuch be,

y Fraud and Colluſion, and not really and *bona*
e executed and performed, and ought not to bind
e intereſt and right of your Oratrix D. of her
ght of Dower to the Freehold Eſtate of the ſaid
S. her late Husband, nor the right or intereſt
your Oratrix A. in or to her deceaſed Brothers
d Fathers Eſtates, but the ſaid R. S. your Ora-
ix's Brother ought to make and render unto
ur Oratrix an account and ſatisfaction by and
t of his Eſtate, by reaſon thereof, as they are
viſed, and hope this Honourable Court will
ecree accordingly, and your ſaid Oratrix D.
on a good and juſt deſign and intention, for
e promotion and advancement of your ſaid O-
rix A. had occaſion for 20 *l.* to buy her ſome-
hat more than ordinary Cloaths and Apparel,
d thereupon ſpoke to the ſaid T. S. to furniſh
r therewith, who refuſed to do it unleſs your
ratrix D. would give him her Bond for Re-pay-
ent thereof, but promiſed that the ſame ſhould
allowed unto her out of the Eſtate of the ſaid
S. deceaſed, or J. C. S. But now ſince a de-
and hath been made for the right of your Ora-
ix A. in and to the ſaid Eſtates, they the ſaid T.
and R. S. or one of them have ſued and arreſted
ur Oratrix D. for the ſaid 10 *l. per Ann.* payable
the ſaid Houſe (wherein your Oratrices now
ell) until the ſaid R. S. your Oratrix A's Bro-
r came of full Age, and for the ſaid 20 *l.* pay-
e by the ſaid Bond, and they the ſaid T. S.
R. S. have alſo brought an Action of Eject-
nt in the name of C. K. their Leſſee, to turn
r Oratrices out of the poſſeſſion of the ſame
ouſe, although that the ſame Houſe is deviſed to
ur Oratrix A. and her ſaid Brother R. as afore-
d, and that your ſaid Oratrix A. is contented
willing that the ſaid D. ſhould not be trou-
d or moleſted for the ſaid Money, but that the

ſame ſhould be allowed unto her, and the Rent
and Profits of the ſaid Houſe, ſince the ſaid R
S. attained the Age of 21 Years, be diſcounte
out of the ſaid Eſtates, and that the ſaid D. b
alſo allowed ſomething annually for her ſuppo
and Maintainance, as the Widow of their Fathe
And your Oratrix A. hopes that ſhe ſhall be a
mitted to have a full Moiety of the perſonal E
ſtates of her ſaid Father and Brother, J. C. S. wi
her ſaid Brother R. and is willing that the ſaid T
S. ſhall have his Legacy and all juſt allowance
upon the making up and paſſing his Account
and the ſaid A. E. her Legacy of 5 *l.* yearly fo
Life, yet the ſaid R. S. with father deſign to d
fraud your Oratrix A. of her right and intere
to the ſaid Eſtates of her ſaid Grandfather a
Brother J. C. now claimeth all the ſaid Eſtat
by virtue of his Adminiſtration, and for that pu
poſe hath forbid the Tenants of the ſaid Prem
ſes to pay their Rents or any part thereof unto
for the uſe of your ſaid Oratrix A. and the ſa
R.S. and T.S. by combination between them, pr
tend and give out in Speeches, that the ſaid J.
your Oratrixes A's Grandfather died greatly i
debted, and that thereupon your Oratrix's Fath
entred on the Leaſe-hold Eſtates deviſed to h
Brother J. C. as aforeſaid, and never admitted
aſſented that the ſame ſhould come or veſt in h
the ſaid J. C. or the ſaid R. his Brother, but di
legally poſſeſſed thereof a Executor, whereby t
ſame alſo veſted and came to the ſaid T. S. as E
ecutor to your Oratrix's ſaid Father, and that t
ſaid T. S. hath ſince permitted the ſaid R. S. yo
Oratrix's Brother to enjoy the ſame under the ſa
Deviſe of the Grandfather, as Legatee or Devi
thereof, and having gotten into their or one
their Hands, Power and Poſſeſſion, all the Leaſ
Counterparts of Leaſes, Securities for Moni

Boo

oks of Account, Deeds and Writings, any ways
ring to or concerning the Eſtates of your O-
rix's Granfather, Father and Brother, they
eaten and give out in Speeches that they will
render the ſame Leaſe-hold Eſtates to the Ori-
al or Ground-Landlord and Landlords thereof,
permit the ſame to be forfeited for Non-pay
nt of the Ground or chief Rents, and then take
Eſtates or Grants thereof, and therefore re-
and deny to diſcover the reſpective Leaſe-
Eſtates of your Oratrix's ſaid Grandfather,
her and Brother, and the Landlord and Land-
s thereof, and the Ground-Rent payable for
ſame, and refuſe to diſcover where the ſaid
ſe-hold Eſtates are and lie, and the Tenants
under Tenants thereof, and what Rents they
ectively pay for the ſame, or to deliver up,
duce or give Copies of any of the Leaſes,
ds or Writings of or belonging to the ſaid
ſe-hold Eſtates or either of them, or to diſco-
the ſaid Freehold-Land, and where the ſame
, and the yearly value thereof, and that your
rix D. may be endowed thereof, or to give
manner of account or ſatisfaction of or for
of the Legacies ſo given by the ſaid Wills of
Oratrix's Grandfather and Father to your
Oratrix A. as foreſaid, or what Aſſets they
for ſatisfaction or payment thereof, or to
or make any account or diſcovery to your
rices or either of them, of or concerning all
ny of the Premiſſes aforeſaid, contrary to
, Equity and good Conſcience. In tender
deration whereof, and for that your Oratri-
have no relief in the Premiſſes by the ſtrict
of the Common Law, and cauſes and mat-
of this nature are properly relievable before
Honours in this Honourable Court, where
Oratrices hope that the ſaid T. and R. S.

will upon their Corporal Oaths ſet forth and
cover the truth of all and ſingular the Prem
your Oratrices Witneſſes that ſhould prove
ſame being either dead or removed to pa
yond the Seas or unknown to your Oratrices
the end therefore that the ſaid T. S. and
your Oratrix A. her Uncle and Brother,
upon their reſpective Corporal Oaths true and
fect anſwer and account make and give, of
to all and ſingular the Premiſſes aforeſaid,
they were thereunto reſpectively particularly
terrogated, and may ſet forth, produce and
ver into this Honourable Court, all the D
Writings, Leaſes, Aſſignments, Counterpa
Leaſes, Bonds, Bills, Specialties, Books of
counts, Mortgages, Judgments, Statutes, R
nizances, and other Securities for Money
ſoever, and all other eſcripts and minum
what nature, ſort or kind ſoever, any way rel
to, or touching or concerning the Eſtates of
ſaid J. B. J. C. S. or R. S. deceaſed, or any o
ther of them reſpectively, which they at
time had or now have in their or either of
hands, power, poſſeſſion or cuſtody, and
alſo ſet forth and diſcover the perſonal Eſta
the ſaid J. B. J. C. S. and R. S. and alſo the
and Freehold Eſtate of the ſaid R. S. and the
tents and yearly and other true values of the
in each and every particular, and may ac
with and give ſatisfaction to your Oratrices
ſpectively, for and concerning all and ſi
the Premiſſes aforeſaid, according to Juſtice
Equity, and that your Oratrices may be rel
in all and ſingular the Premiſſes, accordi
Equity and good Conſcience: May it pleaſe,

The CASE.

B. the Grandfather of A. and R. by the Mo-thers ſide, by his Will dated the 23*th* of O- 1677. after ſome ſmall Legacies amongſt Friends and Relations, did give to the Com-ant A. and the Defendant R. two of his ndchildren 700 *l.* apiece, to be paid them and Survivor of them, at their ſeveral Ages of Years or day of Marriage of the Plaintiff A. happening, and all the reſt and reſidue of his ods, Chattels, Debts, Leaſes, Lands, Tene-nts, and other Eſtate, Thing and Things what-ver, whereof he was poſſeſſed or in any man-ner or belonging unto him, his Debts, Le-s and Funeral Expences being firſt paid and fied, he did thereby give and bequeath unto Grandchild J. C. S. (their eldeſt Brother) and Iſſue Male of his Body, and if he died before Age of 21 Years, without Iſſue Male, then gave the ſame Premiſſes, his Debts, *&c.* firſt unto his Grandchild the Defendant R. S. the Iſſue Male of his Body, and if he ſhould before he attained the Age of 21 Years, with-Iſſue Male, then he gave the ſame Premiſſes, Debts, *&c.* firſt paid, unto his Couſin J. B. his , Executors and Adminiſtrators, upon con-he ſhould pay the Plaintiff A. 1600 *l.* over above the 700 *l.* to her deviſed, and made his -in-Law R. S. the ſaid Plaintiff and Defen-Father, who only proved the ſaid Will, and and J. H. his Executors in Truſt.

is pretended that J. B. died above 650 *l.* in which was afterwards paid by his Execu-and did not leave in perſonal Eſtate (beſides Leaſes in queſtion) worth 1000 *l. per Ann.* than the value of 42 *l.* in Goods, and a-

bout 574 l. 14 s. 10 d. in desperate Debts, the stan
ing out, and thereupon, and for that the Dev
of the Leases was not to take effect until the De
Legacies and Funeral expences were paid,
said R. the Father, Executor to J. B. entred
received the Profits of the Lease-hold Estate
ring the Life of J. C. and after his Death so
as he the said Father lived.

The *6th* of *July*, 1675. J. C. died before
Age of 21 Years, unmarried and without W
and his Father and Brother and Sister A. and
then living.

R. the Father did not take out Letters of
ministration to his Son C. but after his death c
tinued to receive the Profits; and died the
of *September*, 1679. and by his Will dated the
of *July*, in the life of J. C. after some spec
Legacies, devised all the rest of his Goods
Chattels, Debts and Estates whereof he was
sessed, or any way due or belonging unto h
his Debts, Legacies and Funeral Charges b
first satisfied, unto his Children, J. C. S. R. S.
A. S. equally to be divided amongst them,
and part alike, and if any of them should die
fore their respective Ages of 21 Years, or
of Marriage of his Daughter first hapning,
he gave the part of him, her or them so d
to and amongst the Survivor of them, over
above such Estate and Legacies as are given
bequeathed to them, in and by the Will of
said Grandfather, and made the Defendant
his Executor in Trust.

In *September*, 1679. the Defendant T. S.
ved the Will of the said R. S. and obtained
ters of Administration with the Will annex
the said J. B. and possessed himself of the Est
the said Grandfather and Father.

†

The 15th. of *May*, 1687. the Defendant R. attained his Age of 21 Years, unmarried.

And the Defendant A. is not 21 Years of Age, and unmarried.

The Plaintiff D. in *October*, 1687. obtained Administration in the Prerogative and Bishops Court of *London*, of J. C. his Estate, as Guardian to the Plaintiff A. in Trust till she came of Age.

The Delegates and Prerogative have lately laid aside the Administration, and granted them to the Brother R. for that he was of Age and his Sister a Minor.

The Defendants since R. came of Age, have made up Accounts for the Estates of the Grandfather, Father and Brother, and put R. in possession, as is pretended, and will not allow the Plaintiff A. to have any right or interest to her Grandfather's or Brother's Estate, other than the 700 *l.* Legacy, by her Grandfather's Will and refuse to discover her portion to obstruct her Marriage.

Whether any of the Estate of B. the Grandfather doth vest in J. C. his Grandchild until the Sum of Money directed to be paid by B. his Will be satisfied? Query 1.

If nothing did vest in J. whether can any thing vest in R? 2.

If nothing vest in either of them until the said Monies are paid, unto whose use shall the Profits be received in the mean time? 3.

By this Devise whether and to whom the Estate shall go and fall? 4.

I am of Opinion that the Legacy of B. his personal Estate vested in J. C. S. presently upon B. his Death, ought to come to his Executors or Administrators.

I think what Title R. hath to this residue of his Estate, is as Administrator to his Brother C. S.

I think in think in this Case, if there were no other Assets of B. his Estate to answer his Debts and Legacies, so much of the Rent of the Houses, *&c.* as will be for that purpose sufficient ought to be applied to pay those Debts and Legacies, as the rest belongs in Equity to the person Estate of J. C. S.

I thing by this Devise the Leases for Years ought to come to J. C. S. his Administrators, dyinst Intestate, and by the Act of Intestates ftates ought to be divided between his Brother and Sister.

Fr. Pemberton.

Bills for Marriage Settlements.

Complainant's Husband having leaſed to Truſtees ſeveral Lands and Tenements for the uſe of his Wife during her Life (if ſhe ſhould ſurvive him) in recompence of Dower, and the Heir by a former Venter entring on the Premiſſes, and concealing the Leaſe, Exhibits a Bill for diſcovery and quiet Enjoyment.

COmplaining ſheweth unto your Lordſhip, your Oratrix, Dame V. B. the Widow of Sir R. late of W. in the County of *Somerſet*, Baronet, deaſed, That the ſaid Sir R. B. was in his life-ſeized in his Demeſn as of Fee, of and in the nor of W. and Manſion-Houſe of *Barton-Farm*, Demeſn Lands of *W.* with the Appurtenances the County of *Somerſet*, worth of and in preſent ſeſſion of 1200 *l. per Ann.* and upwards, of which ſaid *Barton-Farm* and Demeſns, and certain oods and Wood-Ground (beſides what is leaſed upon old Rents for Lives, or Years, determinable upon Life or Lives) are above 400 *l. per* And the ſaid Sir R. B. being ſo ſeized or tending himſelf to be ſo ſeized, in conſidera- of a Marriage intended to be had between and your Oratrix, by Indenture dated on or out the 19 day of *September*, in the 16 Year of Majeſty that now is, made between him the ſaid R. B. of the one part, and R. H. of H. in the unty of *Dorſet*, Eſq; W. S. of J. in the County *Somerſet*, Eſq; and W. W. of T. in the County *Southampton*, Gent. of the other part, for a ſuf- nt Maintainance and Livelyhood for your rix, in caſe ſhe ſhould ſurvive the ſaid Sir R. for other good Conſiderations, did demiſe,

grant and to farm let unto the ſaid R. H. W. and W. W. their Executors and Adminiſtrators the ſaid Manſion-Houſe of *Barton-Farm*, Demeſn Lands and Woods, with the Appurtenances for 80 Years, if your Oratrix ſhould ſo long live, to commence immediately after the death of the ſaid R. B. which was in truſt for your Oratrix, and with a Proviſo in the ſaid Indenture contained That if your Oratrix ſhould bring any Action or Writ of Dower, to recover the third part of any of the Lands of the ſaid Sir R. B. then the ſaid Leaſe or Term ſhould ceaſe, or to ſuch effect. And the ſaid Sir R. B. did thereupon Covenant for him and his Heirs, with the ſaid Truſtees for their quiet enjoying, during the ſaid Term, and gainſt all Incumbrances done by him, and for making farther aſſurance by him and his Heirs during your Oratrix her life, as by the ſaid Indenture, or ſome Counterpart or Copy thereof in the Hands of the perſons hereafter named, or ſome or one of them, or ſome other perſon or perſons, by their, or ſome or one of their delivery conſent or privity, if produced, may more fully appear. And the ſaid Marriage upon the Agreements and Covenants in the ſaid Indenture contained, was afterwards had and ſolemnized, and your Oratrix having continued his Wife for two Years or thereabouts, on or about the Month of *Auguſt* 1666. the ſaid Sir R. B. died, leaving your Oratrix no other Proviſion or Livelyhood, and your Oratrix expecting to have enjoyed the ſaid Manſion-Houſe of *Barton-Farm*, Demeſn Lands and Woods, with the Appurtenances. But ſo it is, may it pleaſe your Lordſhip, That B. W. E. P. Eſq; and Sir R. B. Son and Heir of the ſaid Sir R. B. by a former Wife, by Combination and Confederacy between themſelves, and with R.

J.

W. B. M. B. R. B. and A. B. Children of the Sir R. by his ſaid former Wife, do withold poſſeſſion of the ſaid Premiſſes, from your ſaid trix and the ſaid Truſtees for her, and do re-ve the Rents, Iſſues and Profits thereof amongſt mſelves, but which of them in particular your trix cannot diſcover; upon many feigned pre-ces the ſaid Sir A. B. ſometies receiving all Rents and Profits of the Premiſſes, and pre-ding ſometimes that the ſame belong to him Heir in Tail, or a by a Settlement in Marriage de by the ſaid Sir R. upon the Marriage of his Mother, whereas he knoweth that there was any ſuch, or if there were that the Premiſſes niſed to the ſaid Truſtees for your Oratrix's elyhood, were not compriſed therein, or how-r, that the ſaid Sir R. B. notwithſtanding any h Marriage Settlement, had power to make ſaid Leaſe, and demiſe to the ſaid Truſtees, foreſaid, and at other times therefore the ſaid A. B. pretendeth to hold the Premiſſes and re-ve the Rents, Iſſues and Profits of the ſame, and under the ſaid B. and E. P. or one of them, they the ſaid Sir A. B. B. W. and E. B. by the mbination aforeſaid, do pretend that the ſaid R. B. many Years ſince did make ſome Leaſe the Premiſſes for a Thouſand Years, or ſome r long term of Years yet in being, to ſome ſon or Perſons unknown to your Oratrix, ch term is come to them the ſaid B. W. and E. in truſt to pay Portions for the ſaid younger ldren of the ſaid Sir R. B. whereas if any ſuch e was made by the ſaid Sir R. B. pretending the Leaſe made to the ſaid Truſtees for your trix, the ſame was made colourably, either revent a Sequeſtration, or to mitigate a Com-ion in the late unhappy Troubles, the ſaid

Sir R. having engaged for the late King, or up
Truſt for the ſaid Sir R. B. or if it were for the
ſing of Portions for the ſaid younger Child
the ſame was voluntary and fraudulent, or h
ever the ſaid Portions are or might have b
raiſed from the time of the Commencement
the ſaid pretended Leaſe of a Thouſand Ye
by the Annual Rents and Profits, or caſual R
and Profits, in making Leaſes upon Fines, and
Wood-Sales, and otherwiſe, and ſince the date
the ſaid pretended Leaſe for a Thouſand Ye
divers Leaſes have been made for Lives, or Ye
determinable upon Lives at the old Rents,
upon great Fines, which Leaſes have been en
ed and the old Rents paid, and divers Wo
Sales made, which ſaid Rents and Profits
Fines, upon Leaſes and Wood-Sales, and all
ther caſual Profits, ought to be accounted
and go in diſcharge of the ſaid Portion,
any neglect or default therein ought not to t
to your Oratrix's prejudice. But the ſaid Sir A
W. and P. and the ſaid other Children of
ſaid Sir R. B. ſome or one of them having in th
ſome or one of their Hands, the ſaid Origi
Leaſe, and mean Aſſignments, and the Deeds
claring the Truſt of the ſame, and the Coun
parts of the Leaſes made ſince the ſaid Leaſe
a Thouſand Years, and the Terrers, Rent
Books and Notes of Account, and other W
tings manifeſting the particulars of the L
and Values, Rents, Profits, Fines and Wo
Sales, do conceal the ſame from your Orat
and do by Combination aforeſaid threaten
terrifie the ſaid Truſtees, that they dare not e
upon the Premiſſes, nor will, for prevent
trouble to themſelves, require an account of
Premiſſes, and ſo your Oratrix is left deſti

a Livelyhood, and dare not bring a Writ of ower for any other Lands of which her Huſ- nd died ſeized, which are of good value, and ll known to the ſaid Confederates, but con- led from your Oratrix, leſt ſhe ſhould make the ſaid Proviſion made for her by her ſaid sband. All which proceedings of the ſaid onfederates are contrary to Equity, and tend to ur Orators utter Ruin, for which ſhe is never- eleſs remedileſs by the Common Law. In ten- r conſideration whereof, and to the end that e truth of all and ſingular the Premiſſes may be ſcovered, and your Oratrix relieved in the ne, according to Equity: May it pleaſe your rdſhip, &c.

Bills

Bills to Redeem Mortgages.

The Complainant in right of his Wife Exhibits his Bill against the Mortgagees, to have the Premisses delivered up and reconveyed, the Mortgage Money being raised out of the Profits of the Estate.

HUmbly, *&c.* sheweth, *&c.* your Orator J. P. of, *&c.* and S. his Wife, Daughter of A. S. late of the Parish of St. G. *&c.* That your Oratrix's said late Father was in his life-time, that is to say, about the Year of our Lord, 1668. possessed of divers Messuages and Tenements, situate and being in a place called B. A. in the County of *Middlesex*, for a long term of Forty or Fifty Years the greatest part whereof were then to come and unexpired, which said Messuages and Tenements were of the yearly value of about 200 *l. per Ann.* or thereabouts, and being so possessed, he your Orator's said Father did on or about the Year of our Lord God, 1670. in consideration of the Sum of 600 *l.* Mortgage the said Messuages and Premisses, to one S. V. T. W. and P. W. of, *&c.* which said S. V. and T. W. were, as your Oratrix hath heard and believes, only Trustees for the said P. W. and the said 600 *l.* was, as your Orator hath heard, the proper Monies of him the said P. W. And sometime afterwards, that is to say, on or about the 4 day of *August*, 1671. your Oratrix's said Father made his last Will and Testament in Writing, and your Oratrix's said Mother E. S. now E. G. Executrix thereof, and the said S. V. and T. W. Overseers, in and by which said last Will and Testament, amongst other things, he your Oratrix's said Father, did will and desire his said Overseers, the said S. V. and T. W. to be assista

his ſaid Executrix in getting in ſuch Debts as
re owing to him, and to ſell, diſpoſe, or o-
rwiſe manage to the beſt advantage of his Wife
d Children, his ſaid Leaſe and Leaſes of the
ements in B. A. ſo Mortgaged, as aforeſaid,
therewith ſatisfie themſelves the ſaid Sum
oo *l.* together with his other juſt Debts. And
ther your Oratrix's ſaid Father, in and by his
d Will deſires his Debts and his Legacies there-
bequeathed, ſhould be paid and ſatisfied with
convenient ſpeed, and therein and thereby,
ongſt other things bequeathed as followeth, that
o ſay, That after his Debts and Funeral Char-
, and ſome particular Legacies therein menti-
d are ſatisfied, that his whole Eſtate ſhould be
up and divided into three equal parts, one
d whereof he thereby gives and bequeaths un-
his ſaid Wife, your Oratrix's ſaid Mother E.
E. G. and one other third part thereof he
queaths to his Son A. S. your Oratrix's Brother,
d the other third part he gives and bequeaths
o your Oratrix S. his Daughter, and that if
her his ſaid Son or Daughter ſhould die before
others ſhould have received their ſaid Porti-
and Legacies ſo bequeathed, as aforeſaid, that
the Legacy or Portion of him or her ſo dy-
ſhould go to the Survivor, as in and by the laſt
ll and Teſtament of your Oratrix's ſaid Father,
ation being thereunto had may, amongſt other
gs, more fully and at larger appear. And
r Orator and Oratrix farther ſhew unto your
rſhip, That ſhortly after the making the laſt
ll and Teſtament of your Oratrix's ſaid Fa-
, that is to ſay, about the Year of our Lord,
1. your Oratrix's ſaid Father died, leaving be-
the ſaid Meſſuages and Tenements, a conſi-
ble perſonal Eſtate, which your Oratrix be-
es came to the Hands of her Mother, the ſaid
E. and

E. and ſometime after the death of your Oratrix ſaid Father, that is to ſay, about ten or two Years ſince, your Oratrix's ſaid Brother A. S. having never received his ſaid Legacy or Portion, or any part thereof, ſo that your Oratrix intituled to that part or ſhare of her ſaid Brother in and by the Will of her ſaid Father, and ought to be paid and ſatisfied the ſame, together with her own third part, according to the true intent and meaning of her ſaid Father's Will. And your Oratrix farther ſheweth unto your Lordſhip, That ſometime after the death of your Oratrix's ſaid Father, that is to ſay, about the Year 1675. the ſaid S. V. and T. W. and the ſaid P. W. one of them entred into the poſſeſſion of the ſaid Meſſuages or Tenements, and about the Year 1676. the ſaid P. W. died, after whoſe death the ſaid S. V. and T. W. or one of them received the Rents and Profits thereof for a conſiderable number of Years, and they the ſaid V. and W. or the one of them, as your Oratrix hath heard pretending to have accounted for the ſame; and about the Year 1680, or 1681. the ſaid S. V. died inteſtate, to whom his Son S. V. took out Letters of Adminiſtration; and about ſix Years ſince the ſaid T. W. died, having firſt made his Will, and one J. F. Executor thereof. And your Orator and Oratrix farther ſhew unto your Lordſhip, That ever ſince the death of the ſaid P. W. and as well in the life-time of the ſaid S. V. and T. W. as ſince their death, the ſaid L. S. and her Husband have partly by the agency of them the ſaid V. and W. and one J. B. the Rentgatherer of the Premiſſes, received and had accounted with the ſaid F. S. and L. his Wife, the Rents and Profits of the Premiſſes, and made great advantage themſelves, and contrived ſome ſecret Eſtate in Eſtates thereof, and particularly about Y

t they the ſaid F. S. and L. his Wife have aſ-
ned and tranſferred or otherwiſe conveyed the
d Meſſuages and Tenements to one T. P. who
he preſent poſſeſſor thereof, pretending to have
chaſed the ſame for a full and valuable Conſi-
ation in Money, really and *bona fide* paid with-
notice of the ſaid Mortgage to the ſaid P.
although in truth the ſaid Mortgage was
g ſince ſatisfied, and a very great Over-
s remained in the Hands of the ſaid F. S. and
his Wife, ſo that the ſame ought to have been
livered up and cancelled, and your Oratrix
g ſince ought to have received her ſaid Legacy
d Portion, which was to have been paid there-
according to her ſaid Father's Will, and which
ur Oratrix, partly by reaſon of her Infancy
d tender Years at the time of her Father's
th, and alſo being ignorant of her Right,
ld not make any demand thereof until of
, which having done in a friendly manner,
d deſiring account and ſatisfaction of her ſaid
rtion and Legacy, and account of the matters
reſaid, as well from your Oratrix ſaid Mother
the ſaid F. S. and L. his Wife and the ſaid T.
s alſo ſatisfaction and account from the ſaid
. of the Rents and Profits from time to time
ived and had of and from the ſaid Meſſua-
and Tenements, yearly and every year, du-
the years he collected the Rents thereof,
ch was for the moſt part of the time afore-
, alſo an account from the ſaid S. V. and J. F.
t and how much thereof hath been received
the ſaid T. W. and S. V. or either of them, and
em or either of them paid and accounted to
aid F. S. and L. his Wife or others, ſhe your
rix is utterly denied and refuſed any ſatiſ-
on in the Premiſſes, and inſtead thereof they
ſaid F. S. and L. his Wife, J. B. S. V. and J. F.

combine and confederate together and [illegible] to defeat your Oratrix of her juſt demand, [illegible] foreſaid, contrary to Equity and Juſtice. In [illegible] der conſideration whereof, and for that your [illegible] ratrix is remedileſs by the Common Law, [illegible] ſhe cannot make ſuch exact proof in matters [illegible] this length of time, and ſo perplexed and intricated, as aforeſaid, ſave only by the Oaths of [illegible] ſaid Confederates before your Lordſhip in [illegible] Honourable Court, where matters of this nature [illegible] properly relievable, as your Orator and Oratrix [illegible] are adviſed. To the end therefore that the [illegible] F. S. and L. his Wife, J. B. T. P. E. G. S. V. [illegible] J. F. may true and perfect anſwer make to all [illegible] ſingular the Premiſſes, upon their Corporal Oaths, [illegible] and particularly that your Oratrix's ſaid Mother [illegible] E. G. may anſwer what ſhe knows concerning the [illegible] matters aforeſaid, and what perſonal Eſtate [illegible] your Oratrix's Father hath come to her Hands, [illegible] and whether ſhe hath been privy or conſenting [illegible] to any Writing or Conveyance of the Premiſſes [illegible] to the ſaid F. S. and L. his Wife, or the ſaid [illegible] P. and upon what conſideration, and why [illegible] hath delaied ſo long to require an account and [illegible] ſatisfaction of the Premiſſes, in order to the [illegible] cuting and performing your Oratrix's ſaid Father's [illegible] Will; and that the ſaid J. B. may anſwer and [illegible] cover what were the true yearly value of the [illegible] Premiſſes for the Years he collected and received [illegible] the Rents thereof, and for how long time he [illegible] ceived the ſame, and when and to whom he [illegible] counted and paid the ſame, and by what order [illegible] and direction it was particularly that he received [illegible] the ſaid Rents, and to whoſe uſe, and how much [illegible] particularly and in certain he received and [illegible] in the whole for all the time he continued [illegible] Rent-gatherer thereof, and may produce his [illegible] count thereof. And that the ſaid S. V. and [illegible]

ſwer and ſet forth what Notes, Papers,
of Account or other Writings or Eviden-
of the Premiſſes have come to their or either
their Hands, both as to Receipts, Payments or
burſements had and made by the ſaid S. V. and
W. deceaſed, or either of them, or otherwiſe
ching the matters aforeſaid. And that the ſaid
S. and L. his Wife may anſwer and ſet forth
how long time they or either of them have
ceived the Rents and Profits of the Premiſſes,
d when they or either of them have firſt re-
ived any of the Rents and Profits, or took the
counts thereof, and of and from whom they
ceived the ſame, and when and for how long
e, and what is their Right and Title thereun-
and how derived, and whether they or either
them do not know that the ſame was only a
ortgage in the ſaid P. W. and may ſet forth
ether they have not the ſaid Mortgage Deed
their or one of their Cuſtodies, or of ſome o-
r perſon with their privity and appointment,
d may produce the ſame or a true Copy thereof,
d what Eſtate they the ſaid F. S. and L. his Wife,
either of them have made of the Premiſſes to
ſaid T. P. and upon what Conſideration, and
n the ſame was made, and may come to an
count with your Orator and Oratrix for the
nts and Profits of the Premiſſes for all the time
y have inter-medled therein and received the
e, and upon the whole matter may, upon an
er-plus appearing in their Hands, over and a-
ve the ſatisfaction of the ſaid principal Mort-
ge-Money of Six hundred pounds and Intereſt,
ordered to re-convey the Premiſſes, purſuant
the Directions of your Orators ſaid Fathers
, to the end your Oratrix may receive her
tion and Legacy therein bequeathed to her,

and

and that the ſaid T. P. may ſet forth by what Deed or Conveyance he claims the Premiſſes, and from whom and when and how executed, and for what Conſideration in Money really and *bona fide* paid, and to whom and when, and whether he doth not know or hath heard that the Premiſſes were only a Mortgage in the ſaid P. W. ſo made to him by your Oratrix's Father, as aforeſaid, and whether he hath not read or heard thereof, and knows where the ſame is or late was, and that the ſame may be produced, and your Orator and Oratrix have ſuch ſatisfaction and relief in all and ſingular the Premiſſes as ſhall be agreeable to Equity and Juſtice.

ls of Reverſal againſt Decrees and other Proceedings in *Ireland*, and limited Juriſdictions in *England*.

Plaintiff Exhibits his Bill for Reverſing a Decree in the Court of Chancery *in* Ireland.

Omplaining ſheweth unto your Lordſhip, your daily Orator G. P. of L. in the County of *London-Derry* within the King- of *Ireland*, Eſq; That in the Year of our rd, according to the computation of the Church *England*, 1654. your Orator did take up from . of L. D. in the ſaid Kingdom of *Ireland* in ods, Commodities and ſome Money to the ue of the Sum of 350 *l.* of currant Money of *land*, and for the ſecuring the payment of the e, with lawful Intereſt, according to the known s of the Kingdom of *Ireland*, at a certain day to come, and now long ſince paſt, unto the ſaid his Executors, Adminiſtrators or Aſſigns, your Orator did Mortgage unto the ſaid J. N. Seven s or Town-Lands, yielding at that time 128 *l.* of lawful Money of *England*, and ſince that the yearly Rent of 325 *l.* and for the farther ring the payment of the aforeſaid 330 *l.* your Orator did at the ſame time enter into a Sta- Staple to the ſaid J. N. his Executors, Admi- tors and Aſſigns, or to ſome perſon or per- in truſt for him, in the penalty of 1601 *l.* of l Money of *England*, as by the ſaid Deed of gage and Statute-Staple, now remaining in Hands or Cuſtody of the ſaid J. N. or in the dy of ſome other perſon or perſons in truſt

for him the ſaid J. N. and to which your Orator for greater certainty refers himſelf when produced, may more fully and at large appear: And your Orator farther ſheweth, That the ſaid J. N. or ſome perſon or perſons in truſt for him, and by his Order did receive out of the Profits of the Farm and Lands ſo Mortgaged to him by your Orator as aforeſaid, for two Years, long ſince paſt, the juſt Sum of 257 *l.* towards the ſatisfaction and payment of the 530 *l.* princal Money, ſo taken up and borrowed by your Orator of the ſaid J. N. as aforeſaid, and in the Year 1662. your Orator paid to the ſaid J. N. the Sum of 65 *l.* towards the farther payment of the ſaid Debt, your Orator for ſome Years after neglecting to pay the remainder of the ſaid Sum of 530 *l.* your ſaid Orator in the Year of our Lord God, according to the computation of the Church of *England*, 1666. by indirect means uſed by the ſaid J. N. compelled to account with him the ſaid J. N. and conſtrained to perfect and execute a new Deed of Mortgage to the ſaid J. N. of the ſame Eſtate, or ſome other Eſtate of your Orator in the Kingdom of *Ireland* in truſt, and for the Security of what ſhould appear to be due upon the firſt Deed of Mortgage and Statute-Staple, ſo executed by your Orator and upon no other Conſideration whatſoever whereby your ſaid Orator became obliged to pay in ſome ſhort time after, to the ſaid J. N. his Executors, Adminiſtrators or Aſſigns, the juſt and entire Sum of 750 *l.* as by the ſaid Deed of Mortgage ſo extorted from your Orator, as aforeſaid now remaining in the hands or cuſtody of the ſaid J. N. or in the cuſtody of ſome other perſon or perſons in truſt for him the ſaid J. N. as by which your Orator for the greater certainty refers himſelf, when produced, will more plainly and at large appear, in ſatisfaction of the ar-

he ſaid former Deed, wherein your Orator was bliged to pay unto the ſaid J. N. the Sum of 530 *l.* nd no more, notwithſtanding the ſaid J. N. had fore received out of your Orator's Eſtate, and part of the principal Sum of 530 *l.* ſo taken up nd borrowed by your Orator, as aforeſaid, the ſt Sum of 257 *l.* or if taken, was more than 24 *Cent.* Intereſt, contrary to the Equity and good onſcience, and contrary to the known Laws of e King of *Ireland*, and alſo the Sum of 65 *l.* as oreſaid, but ſo ſoon as your Orator had perfe- ed and executed the ſaid later Deed of Mort- ge to the ſaid J. N. for the farther Sum of 750 *l.* incipal Money, as aforeſaid, he the ſaid J. N. fuſed to cancel or deliver up unto your Orator e aforeſaid firſt Deed of Mortgage, or to releaſe e ſaid Statute for 1160 *l.* ſo entred into by your rator, as aforeſaid. And your Orator further eweth, That in purſuance of the later Agree- nt by the ſecond Deed of Mortgage ſo entred o and extorted from your Orator, as aforeſaid, ur ſaid Orator did pay or cauſe to be paid unto e ſaid J. N. or his Order the juſt Sum of 550 *l.* 50 *l. per* Month, ſo that by a juſt and reaſon- e computation the ſaid original Sum of 530 *l.* l legal Intereſt for the ſame, was not only ful- paid and ſatisfied, but alſo by a juſt computa- n the Sum of 64 *l.* was overpaid, notwithſtand- all which, the ſaid J. N. refuſeth to cancel or iver up unto your Orator the aforeſaid Deed, ſtill detains not only the Original Mortgage id, and the Statute-Staple, but alſo the later d made for the payment of the 750 *l.* as afore- , by which indirect proceedings it remains in ower and at the pleaſure of the ſaid J. N. his cutors, Adminiſtrators or Aſſigns at any time xtend your Orator's Eſtate, by virtue of the Deed of Mortgage and Statute-Staple there-

upon, and to compel your Orator under pain o
loſing all manner of Equity of Redemption t
pay the Money contracted and promiſed by th
aforeſaid late Deed of Mortgage, though the pri
cipal Debt and Intereſt for the ſame, be in goo
Conſcience and Equity fully ſatisfied and pa
and the Sum of 64 *l.* over and above. And yo
Orator further ſheweth, That in the Year of o
Lord God, according to the computation of t
Church of *England*, 1656. your Orator receiv
an Aſſignment from the Right Honourable t
Earl of *Donegal* in the Kingdom of *Ireland*,
G. C. Eſq; Agent and Receiver for the ſaid E
for the true payment of 800 *l.* of lawful Mo
of *England*, in the ſpace of four Years, by ſev
al payments, which your Orator did aſſign ov
and by his Letters of Attorney, conſtitute and
point the ſaid J. N. to receive, who accordin
did receive the ſame half yearly, that is to
100 *l.* by half yearly payment, ſo that in the
of our Lord God, according to the computa
of the Church of *England*, 1660. he the ſaid
or ſome other perſon or perſons by his order,
for his uſe, and upon the account of your Or
did receive from the ſaid Earl of *Donegal* o
Steward, or from ſome other perſon or per
by his or their or both or one of their Order
juſt Sum of 800 *l.* of lawful Money of *Eng*
by the ſeveral payments herein before ſet
all which ſaid ſeveral Sums of Money herei
fore ſet forth, the ſaid J. N. hath receive
your Orator's Uſe, and upon your Orator
count, and is now liable not only to ac
with your Orator for the ſeveral principal
of Money herein before ſent forth, but a
the Intereſt of the ſame at 10 *l. per Cent.* acc
to the known Laws of the Kingdom of
or at leaſt 6 *l. per Cent.* according to the

ws of this Kingdom, and to pay your Orator e whole Principal and Intereſt Money, which the loweſt computation amounts in the whole the Sum of 3597 *l.* 12 *s.* or ſome ſuch or the e great Sum of Money, the which your Orator ell hoped he the ſaid J. N. would long ſince ve done, he having often times in a friendly nner been required by your Orator ſo to do. t ſo it is, may it pleaſe your Lordſhip, That the Year of our Lord God, according to the mputation of the Church of *England*, 1658. me A. P. then the Relict and Widow of Sir T. late of *London-Derry* aforeſaid, in the King- m of *Ireland*, deceaſed, having obtained a ecree in the Court of *Chancery* in *Ireland*, againſt rt of your Orator's Eſtate in that Kingdom, for e juſt Sum of 500 *l.* of lawful Money of *Eng-* d, for the Arrears of the ſaid Dame A. P's ynture, and 80 *l. per Ann.* to be paid to her du- g her life, out of your Orator's Eſtate in the ngdom of *Ireland*, from the Year of our Lord od, according to the computation of the Church *England*, 1657. the ſaid J. N. in the Year of Lord God, 1665. did in truſt for your Orator ime and undertake to compound with the ſaid me A. P. for the Arrears of her Joynture, ſo creed upon your Orator's Eſtate in the King- m of *Ireland*, as aforeſaid, for the benefit and vantage of your Orator, and accordingly he the d J. N. agreed and compounded with the ſaid me A. P. on your Orator's behalf for the Sum of o l. of currant Money of *England*, to diſcharge Decree and Incumbrance upon your Orator's ate in the Kingdom of *Ireland*, for the Ar- rs of her the ſaid A. P's Joynture, ſo decreed o her, as is herein before ſet forth, but no ner the ſaid J. N. was intituled to the ſaid Ar- rs by the Grant of the ſaid Dame A. P. in

truſt for your Orator, and in diſcharge of the ſaid Decree ſo obtained againſt your Orator in the Kingdom of *Ireland*, as aforeſaid, but he the ſaid J. N. contrary to all Equity and good Conſcience, without having any regard to the truſt repoſed in him, and the faithful promiſes made to your Orator, unjuſtly ingroſſed to himſelf the bargain and benefit of the ſaid compoſition made with the ſaid Dame A. P. went about to extend your Orator's Eſtate, by virtue of the ſaid Decree obtained by Dame A. P. upon part of your Orator's Eſtate, as aforeſaid, whereupon your Orator was compelled to come to an Agreement with the ſaid J. N. who accordingly in the Year 1666. did ſell, aſſign and make over to your Orator the whole benefit and advantage of the ſaid Decree, in conſideration of the Sum of 800 *l.* to be paid by your Orator unto the ſaid J. N. at 50 *l.* by the Month, until the ſaid 800 *l.* ſhall be paid, but ſo ſoon as your Orator had perfected and executed a Deed for the ſecuring the payment of the ſame to the ſaid J. N. the ſaid J. N. refuſed to deliver up to your Orator the Aſſignment of the ſaid Decree made by the ſaid Dame A. P. as aforeſaid, but detained and ſtill doth detain the ſame, notwithſtanding your Orator did, in purſuance of the Agreement pay to the ſaid J. N. the Sum of 250 and expected the remainder of the ſaid Agreement to be allowed on Account out of what was due by him to your Orator, upon the account herein before ſet forth; but the ſaid J. N. taking advantage of your Orator's being beyond the Seas out of that Kingdom, Sued your Orator in the Court of *Chancery* there, and obtained a Decree *ex parte* againſt your Orator for the juſt Sum of 2917 *l.* 12 *s.* and 4 *d.* or ſome ſuch Sum of Money upon pretence of Arrears due to the ſaid Dame A. P. without making any diſcount or taking any

manner

anner of notice of the Money that he ſtood in-
bted for to your Orator in, being the Sum of
327 *l.* 12 *s.* or ſome ſuch great Sum of Money
is herein before ſet forth, and notwithſtanding
e ſaid J. N. had aſſigned and ſet over the bene-
of the ſaid former Decree to your Orator, as
herein before ſet forth, and had affirmed the
greement by the payment of 250 *l.* as aforeſaid,
virtue of which laſt mentioned Decree ſo ob-
ined againſt your Orator by the ſaid J. N. as
oreſaid, he the ſaid J. N. took poſſeſſion of your
rator's whole Eſtate in the Kingdom of *Ireland*,
d by the power of the Sheriffs there, turned
our Orator's Wife and Children out of Doors,
ompelled your Orator's Tenants to attorn to him,
d by that means received out of your Orator's
ſtate many thouſands of pounds more than was
ally and *bona fide* due, upon the Compoſitions
e made in truſt for your Orator, for the Arrears
f the ſaid Dame A. P's Joynture, as aforeſaid,
otwithſtanding all which, the ſaid J. N. doth ſtill
etain the ſaid Deed executed by your Orator
r the payment of 800 *l.* as is before ſet forth,
d thereby hath it in his power to extend your
rator's Eſtate for Non-payment of the ſame;
d your Orator father confiding in the honeſty
d integrity of the ſaid J. N. he your ſaid Orator
d farther impower the ſaid J. N. in the Year of
r Lord, according to the computation of the
urch of *England*, 1675. to receive the juſt Sum
209 *l.* 10 *s.* 3 *d.* or ſome ſuch Sum of Money.
hich your Orator hath due to him by Bill of
change, payable to *Rotterdam* in *Holland*, your
rator being then beyond the Seas; and in the
ar of our Lord, 1676. your Orator did Conſign
him the ſaid J. N. then and now reſident in the
ingdom of *Ireland*, a parcel of Goods and Mer-
handizes, amounting to the value and juſt Sum

of 355 *l.* 4 *s.* 9 *d.* of currant Money of *England*, or ſom
ſuch Sum of Money, and in the Year of our Lo
God, according to the computation of the Chur
of *England* 1677. he your ſaid Orator did conſi
unto the ſaid J. N. then and now reſident in t
Kingdom of *Ireland* aforeſaid, a Ship laden wi
Deal Boards and other Commodities and Me
chandizes, and 500 Dollars of ready Money
mounting to the real value of 517 *l.* 17 *s.* and 8
of currant Money of *England*, or ſome ſuch S
of Money, all and every of which Sums of Mon
Goods and Merchandizes as aforeſaid, he the ſa
J. N. received for your Orator's Uſe and upo
your Orator's Account, but hitherto refuſeth
pay or diſcount with your Orator for the ſam
or any part thereof, and your Orator ſince t
late Change of Government here in *England*, b
ing wrought upon and prevailed with by the Pe
ple of *London Derry* in the Kingdom of *Ireland*,
ſome of them, to come over into *England* and S
licit his now preſent Majeſty on their behalf, a
that your Orator and his Family are ſetled he
and cannot go over into *Ireland*, by reaſon
ſeveral Affairs of his own and other perſons whe
in he is intruſted, require his preſence and da
attendance at the Court here in *England*, the ſ
J. N. taking advantage thereof, endeavours n
in the abſence of your Orator, not only to re
the Decree which he obtained againſt your Ora
ex parte, as aforeſaid, notwithſtanding the
Decree is Erronious in the particulars herein a
ſet forth. Firſt, Becauſe the Decree was obtai
ex parte, when neither your Orator, his Cler
Chancery, nor his Solicitor were preſent. Seco
ly, Becauſe the Decree was founded upon a
port *ex parte*, and that upon an account m
Thirdly, Becauſe the account was falſly com
ted, in Matter and Form; for whereas the

rt ought to have been made upon 500 *l.* firſt creed in 1658. and the Arrears of the Annuity, d ſo it would have amounted to no more than 50 *l.* or thereabouts, or elſe upon the 600 *l.* d by the ſaid J. N. to the ſaid Lady P. and ſo it uld have amounted to no more than 1170 *l.* thereabouts, or elſe upon the 800 *l.* contracted d promiſed by your Orator to the ſaid J. N. d ſo it would not have amounted to more than oo *l.* or thereabouts, the Report computed up- the Forfeiture and Intereſt of it, reckoning 3 *l.* 12 *s.* and 9 *d.* for the Arrears decreed, and 4 *l.* for the growing Annuity and Intereſt up- it, and 100 *l.* Coſts in Suit, wherein no defence s made, and which was diſpatched in two erms. Fourthly, Becauſe the Report reckoned d accounted the Arrears of the Joynture from 58. when the ſaid J. N. was not intituled to e ſaid Arrear till 1665. and likewiſe Intereſt 10 *l. per Cent.* upon every half yearly payment, d thereby awarded Intereſt to him for Money ich he never poſſeſſed, nor diſburſed, but alſo put the ſeveral Deeds of Mortgage which he h, as alſo the later Deed for the payment of o *l.* as aforeſaid, in the Cuſtody of your Orator, which ought long ſince to have been deliver- up to your Orator to be cancelled, in Suit a- inſt your Orator, and to extend your Orator's ole Eſtate in the Kingdom of *Ireland* there- on, notwithſtanding he the ſaid J. N. in his n Conſcience well knows that he ſtands really *bona fide* indebted to your Orator in the ſever- Sums of Money herein before ſet forth, a- unting to the juſt Sum of 5939 *l.* 12 *s.* or e ſuch great Sum of Money, as likewiſe the Goods, Merchandize and Money a- reſaid, by him the ſaid J. N. had and received, juſt Sum of 1487 *l.* 15 *s.* 9 *d.* in the whole amounting

amounting to 7387 *l.* 15 *s.* 9 *d.* and that he ha never yet paid nor accounted with your Ora for the ſame; and that the ſaid three ſeve Deeds of Mortgage and Statute Staple ſo ent into by your Orator, as aforeſaid, ought lo ſince to have been delivered up to your Or tor to have been cancelled: But the ſaid J. N. t better to colour his unconſcionable and un proceedings againſt your Orator, now prete and gives out in Speeches, That your Ora hath owned before a Maſter in *Chancery* in t Kingdom of *Ireland*, that there is 2000 *l.* due him the ſaid J. N. upon the Decre *ex parte* obta ed againſt your Orator, for the Arrears of t ſaid Dame A. P. her Joynture, and that your Or tor hath ſolemnly promiſed not to impede or hi der him the ſaid J. N. from receiving the ſa out of your Orator's Eſtate in *Ireland*, or to ſe for any abatement of the ſame, notwithſtandi that he ſtands indebted to your Orator in the j Sum of 7387 *l.* 15 *s.* 9 *d.* or ſome ſuch great S of Money, and that the Money due upon t Decree for the Arrears of Dame A. P's Joyntu was long ſince paid and ſatisfied with a gr Over-plus of ſome 1000 *l.* when in truth if yo Orator ever made any ſuch conſideration or p miſe, the ſame was extorted from your Orator *dures* of Impriſonment and terror of Credi coming upon your Orator for juſt Debts, and otherwiſe; all which doings of the ſaid J. N. contrary to Equity and good Conſcience, tend to your Orator's great oppreſſion and the ter ruin of himſelf, his Wife and Family. In t der conſideration whereof, and foraſmuch as yo Orator is altogether remedileſs in the Premi at and by the ſtrict Rules of the Common Law this Kingdom, and only relievable before yo Lordſhip in this Honourable Court, where Fra

Caſes of this nature are properly relievable; the rather for that your Orator's Witneſſes could prove the whole Premiſſes to be true, either dead or in parts beyond the Seas, ſo your Orator wholly relies upon the Oaths of ſaid J. N. for a full diſcovery of the truth of and ſingular the Premiſſes, who, when called eunto, your Orator well hopes that he will orth and diſcover. To the end therefore that ſaid J. N. may upon his Corporal Oath diſco- whether in the Year of our Lord, 1654. your tor did not by his Deed under his Hand and Mortgage unto him ſeven Town Lands, and r into a Statute Staple for further Security, whether in purſuance thereof, he the ſaid J. or ſome other perſon or perſons for his uſe upon your Orator's account did not receive Sum of 367 *l.* and 65 *l.* in the Year, 1662. and ther in the Year of our Lord, 1666. your O- r did not account with him the ſaid J. N. and ther he did not then perfect and execute ano- Deed of Mortgage for the payment of 750 *l.* ſome ſuch Sum of Money, upon pretence of ears of the ſaid former Mortgage, and Intereſt ended for the principal Sum of 530 *l.* or what r Sum of Money, and whether in perfor- ce of the ſame your Orator did not pay or e to be paid to him or his order the juſt Sum 530 *l.* or ſome ſuch, or what other Sum of ney, or whether he the ſaid J. N. doth not detain the ſeveral Deeds and Statutes Staple re mentioned from your Orator, and whe- he did not in the Year of our Lord, 1656. ive a Letter of Attorney from your Orator receiving the Sum of 800 *l.* from G. C. Eſq; order of the ſaid Earl of D. and whether he ſome other perſon or perſons by his Order not really and *bona fide* receive the ſame upon your

your Orator's account, and how much, and wh
part thereof, and whether at any time since
hath paid your Orator the ſame or any part the
of, and whether the ſaid J. N. in the Year, 166
at the requeſt of your Orator, did not aſſume
promiſe to agree and compound with the Lady
for the benefit and right of her Decree agai
your Orator's Eſtate, for the uſe and benefit
your Orator, and whether he did not accordin
make an Agreement with the ſaid Lady for 6
and afterwards took a Grant of the ſame to
own uſe: And whether the ſaid J. N. did not
the Year of our Lord, 1666. ſell and convey
your Orator the Arrears of the Lady P's Joynt
and the benefit of the Decree by her obtained
gainſt your Orator's Eſtate for the Sum of 8
or what other Sum of Money, and whether y
Orator did not in purſuance thereof pay or c
to be paid unto him the ſaid J. N. or his Or
the juſt Sum of 250 *l.* and whether he the ſa
N. did not wave and go back from his barg
and in the Year of our Lord, 1674. obtain a
cree againſt your Orator in *Ireland*, for the
Arrears, when your Orator was beyond the S
without taking notice of the bargain and aſſi
ment of the right of the ſaid Decree to you
rator, as aforeſaid, or any Debt due from hi
your Orator, and whether he hath not by vi
of ſuch Decree been poſſeſſed of your Ora
Eſtate in *Ireland*, and received divers and ſe
great Sums of Money thereout, and wh
your Orator did not in the Year 1666. perf
Deed to the Defendant for the payment of 8
and whether he doth not, and why ſtill de
and refuſe to deliver up the ſame, and what
he received yearly and every Year out of the
Eſtate, and how much doth it amount to in
whole, and whether your Orator did in

ar 1657. impower the ſaid J. N. to receive the
n of 209 *l.* or ſome ſuch Sum being due to
ur Orator in *Rotterdam*, and whether the ſaid
N. did not receive the ſaid Sum, and how much,
d what is become of it; and why he doth not
or diſcount with your Orator for the ſame,
d whether your Orator did not in the Year
76. conſign to the ſaid J. N. a parcel of Goods
d Merchandizes to the value of 355 *l.* 4 *s.* 9 *d.*
d whether he did not receive and ſell the ſaid
ods for the ſame Sum, or for how much, and
ether he hath ſince paid or accounted with
ur Orator for the ſame, and whether your Ora-
did not in the year 1677. conſign to the ſaid
N. a Ship Laden with Deals and other Mer-
andize from *Norway*, and whether he did not
ceive the ſame, and for how much he ſold them,
d whether he did not at the ſame time receive
o Dollars from your Orator's Factor, and whe-
er he hath paid the ſame or any part thereof to
ur Orator, or allowed or diſcounted for the
me with your Orator, and that he may ſhew
uſe if he can, why he ſhould not come to an
count with your Orator for the ſame, and all
ch other, or which from time to time he hath
ceived from your Orator out of your Orator's
ate by virtue of the aforeſaid Decree obtained
parte, and why he ſhould not cancel and deli-
r up to your Orator the three ſeveral Deeds of
ortgage before mentioned, and diſcharge the
id Statute Staple, and acknowledge ſatisfaction
r the ſame upon Record, and that he may be
mpelled ſo to do by the Decree of this Honour-
le Court, and anſwer all and ſingular other the
remiſſes, as if particularly Interrogated, and that
our Orator in all and ſingular the Premiſſes may
e relieved, according to the Rules of Equity
nd good Conſcience: May it therefore pleaſe
your

your Lordship, the Premisses considered, to grant unto your Orator their Majesties most gracious Writ of Injunction for stay of the Defendant's further Proceedings in *Ireland*, and Writ of *Subpœna* to be directed to the said J. N. and others thereby commanding him and them at a certain day and under a certain pain therein to be limited, personally to be and appear before your Lordship in this most High and Honourable Court of *Chancery*, and then and there to stand and abide such farther Order and Decree therein as to your Lordship shall seem meet and agreeable with Equity and good Conscience, and your Orator shall ever pray, for your Lordship, &c.

Bills of Revivor.

Heir to his Father to whom he is Executor, having a fifth part of the Customs and Subsidies for importation, &c. of Logwood, *as Partner or Farmer with four others, who had a Grant by Letters Patents from King* Charles *the Second for the same; after his Father's Death Exhibits his Bill against the other Partners for an Account of the Profits as to his Proportion and Share, and some of the Partners dying and others assigning their Shares, brings a Bill of Revivor against the other Partners, and the Executors and Assigns of such as died and transferred, and the Son dying, his Brother, as Executor, brings a Bill of Revivor, that both his Brothers Bills may stand Revived.*

HUmbly, *&c.* sheweth, *&c.* your Orator W. F. Esq; Executor of the last Will and Testament of Sir J. F. late of F. in the County of D. Baronet, deceased, That about the Term of *Easter*, which was in the Year of our Lord God, 1681. the said Sir J. F. did Exhibit his Bill into this Honourable Court against Sir N. C. Sir S. R. B. Esq; and J. D. for the purposes and to the end herein after set forth, and the Defendants C. S. and B. being served with Process to appear and answer the same, appeared and pleaded in abatement the want of proper parties, whereupon the said Sir J. F. having amended his said Bill, by Order of this Court, as well by making of more Parties to the same, as otherwise, the said C. S. B. and D. put in their several Answers thereunto, after the said C. S. and B. had stood in contempt to several Commissions of Rebellion, for not answering in time, but before the costs

of

of the ſaid Proceſs of Contempt were paid, any further proceedings were made in the Cauſe, the ſaid B. died, whereby the Suit as him abated, whereupon, for the Revival of the ſame againſt Sir O. G. Knight, S. S. Eſq; and C. *alias* B. the ſaid R. B's Executors, the ſaid J. F. did on or about the Term of St. *Hillary*, which was in the Year of our Lord God, 1691. Exhibit his Bill of Revivor againſt the ſaid G. S. and *alias* B. in theſe words, or words to the effect lowing, *viz. die.* To the Right Honourable the Lords Commiſſioners for the Cuſtody of the Great Seal of *England*, Humbly complaining ſheweth unto your Lordſhips, your Orator Sir J. F. F. in the County of D. Baronet, That on or bout the Term of *Eaſter*, which was in the Year of our Lord God 1681. your Orator Exhibited his Bill into this Honourable Court againſt N. C. Sir J. S. R. B. Eſq; and J. D. for the purpoſe and to the end herein after ſet forth, and the Defendants C. S. and B. being ſerved with Proceſs to appear and anſwer the ſame, appeared and pleaded in Abatement the want of proper Parties whereupon your Orator having amended his ſaid Bill, by order of this Court, as well by adding and making of more Parties to the ſame, as otherwiſe; the Tenor whereof is as follows: To the Right Honourable G. Lord J. Lord Chancellor of *England*, Humbly complaining ſheweth to your Lordſhip, your Orator Sir J. F. of F. the County of D. Baronet, That his late Majeſty King *Charles* the Second, of ever bleſſed Memory by his Indenture under the Great Seal of *England* bearing date at *Weſtminſter* on or about the 23d of *September*, in the 14 Year of his Reign, *Anno que Domini* 1662. for the Conſiderations therein mentioned, did demiſe, grant and unto farm unto J. P. Gent. all and all manner of Cuſtoms

Subſidies

†

bſidies and Poundage, Sums of Money, and
ber Duties whatſoever, which at any time or
oes, and from time to time, during the Term
21 Years, as hereafter mentioned, ſhould be
e or payable to his ſaid Majeſty, his Heirs or
ceſſors, for or by reaſon of the Importation or
portation of *Logwood alias Blockwood* into his
jeſties Kingdom of *England*, Dominion of
les and Town of *Berwick* upon *Tweed*, or in
y place or places in them, or any of them, or to
m, or any of them belonging, and alſo all and
manner of *Logwood alias Blockwood* whatſoever,
t ſhould happen to be forfeited to his ſaid Ma-
y, his Heirs or Succeſſors, for or by reaſon of
e Non-payment of the Cuſtoms, Subſidies or Im-
ſts due or to be due or payable to his ſaid Ma-
y, his Heirs or Succeſſors, of or for the ſame,
any part or parcel thereof, and all Penalties,
feitures or Benefits which ſhould or might
ppen to come, grow or ariſe to his ſaid Majeſty,
Heirs or Succeſſors, for Non-payment of the
d Cuſtoms and Subſidies, due and payable for
e ſame, or that might be forfeited by Importa-
n, contrary to the Act of Navigation, and all
d every Sum and Sums of Monies, and other
ties which ſhould or might or ought to hap-
, come, ariſe, renew or be due, chargeable
payable to his ſaid late Majeſty, his Heirs or
ceſſors, or any of them, at any time or times
ring the Term hereafter mentioned and gran-
, of or for all or any of the ſaid *Logwood alias*
kwood, to have, receive, perceive, levy, take,
ain and enjoy all the ſaid Cuſtoms, Subſidies
Poundage, Sums of Money, and other Duties,
feitures, Benefits and Premiſſes by the ſaid Let-
Patents granted and demiſed, or mentioned
be granted or demiſed to the ſaid J. P. his Ex-
tors, Adminiſtrators and Aſſigns, from the

Feaſt day of St. *Michael* the Arch-Angel next en-
ſuing the dates of the ſaid Letters Patents, for
and during the Term and unto the full end and
Term of 21 Years, from thence next enſuing and
fully to be compleat and ended, to the proper
uſe and behoof of the ſaid J. P. his Executors,
Adminiſtrators and Aſſigns, according to the true
intent and meaning of the Letters Patents, as is
and by the ſaid Letters Patents or Indenture now
in the Hands and power of the Defendants here-
after named, or ſome or one of them, had your
Orator the ſame to produce, amongſt other things
doth and may appear. And your Orator further
ſheweth, That the ſaid J. P. by his Deed Poll un-
der his Hand and Seal, bearing date the third day
of *September*, immediately before the date of the
ſaid Letters Patents, did declare, That he the ſaid
J. P. claimed nothing in or by the ſaid Demiſe to
his own uſe or benefit, but was only a perſon no-
minated therein, in truſt by and for the ſaid Sir
N. C. Knight, Sir J. S. Sir T. S. Knight, J.
Eſq; afterwards Sir J. F. Baronet, and your Ora-
tor's Father's Teſtator, and T. C. Eſq; at the
inſtance and procurement, did thereby covenant
promiſe and declare that when the ſaid Letters
Patents ſhould be perfected under the Great Seal
of *England*, that then he the ſaid J. P. ſhould and
would aſſign and convey his ſaid Intereſt in the
Premiſſes to the ſaid Sir N. C. Sir J. S. Sir T.
J. F. and T. C. as by them and their Counſel
ſhould be adviſed, deviſed or required, as in and
by the ſaid Deed Poll, in the Hands and Power
of the ſaid Defendants herein after named, or
ſome perſons Hands by their delivery or conſent
and in truſt for them, had your Orator the ſame
to produce, would more fully and at large appear.
And your Orator farther ſheweth, That the ſaid
J. P. in performance of the ſaid Truſt, and

and in consideration of the Sum of 5 *l.* of lawful Money of *England*, to him in hand paid by the said Sir N. C. Sir J. S. Sir T. S. J. F. and T. C. did by his Deed, bearing date on or about the 4 day day of *October*, in the said Fourteenth Year of the Reign of our late Sovereign Lord King *Charles* the Second, *Annoque Domini*, 1662. for him his Executors, Administrators and Assigns, give, grant, convey, assign, and set over unto the said Sir N. C. Sir J. S. Sir T. S. J. F. and T. C. and every of them, their and every of their Executors, Administrators and Assigns, the said Customs, Subsidies of Poundage, Sums of Money, and other the Premisses to him given and granted, or mentioned to be given and granted, by the said Letter Patents or Demise, under the Great Seal of *England*, as aforesaid, and all his Estate, right, title, interest, benefit, property, claim and demand, of, in and unto all and every the Premisses aforesaid, or any part or parcel thereof, together with the said Letters Patents of Demise, to have, hold and enjoy the same Customs, Subsidies of Poundage Sum and Sums of Money, and other the Premisses before by these presents to him given, granted, conveyed, assigned or set over, or mentioned so to be, for and during the said Term of 21 Years, in and by the said Letters Patents or Demise granted or mentioned to be granted to him, to the proper use and behoof of the said Sir N. C. Sir J. S. Sir T. S. J. F. and T. C. and their respective Administrators and Assigns, according to the true intent and meaning thereof, and of the said Letters Patents or Demise, and did thereby covenant, promise and grant, to and with the said Parties, their several and respective Executors, Administrators and Assigns, That he the said J. P. had not committed or done, or suffered to be commited or done, or directly or indirectly, any Act or Acts,

thing or things whatſoever, whereby the validity of the ſaid Letters Patents or Demiſe might be queſtioned or impeached, but that he was at the time of the Sealing thereof fully and lawfully poſſeſſed of the ſame, and had full power and right to diſpoſe thereof, and of every part and parcel thereof, according as was before there declared and ſpecified, as by the ſaid Deed made between the ſaid J. P. of the firſt part, Sir N. C. of the ſecond part, Sir J. S. of the third part, Sir T. S. of the fourth part, J. F. of the fifth part, and T. C. of the ſixth part, and by him the ſaid J. P. and all the parties thereto, ſigned, ſealed, and duly executed, and in your Orator's Cuſtody, ready to be produced to this Honourable Court, it doth and may more fully and at large appear. And your Orator further ſheweth, That by the Articles and Covenants of Agreements indented *Quinque partite*, and made, concluded and agreed upon the fourth day of *May*, in the Fifteenth Year of the late Sovereign Lord King *Charles* the Second, *Anno que Domini*, 1663. between them the ſaid Sir N. C. of the firſt part, Sir J. S. of the ſecond part, Sir T. S. of the third part, J. F. of the fourth part, and T. F. of the fifth part, amongſt other things therein contained, they the ſaid Sir N. C. Sir J. S. Sir T. S. and T. C. for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, and every of them, and not the one for the other, nor for one anothers Executors, Adminiſtrators and Aſſigns or Acts, but for every of them apart, they and every of them did covenant, promiſe, grant and agree, to and with each other, and each and with each others ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, and to and with every of them, in manner and form following, *viz.* That the Rent of 500 *l. per Annum*, ſer-

rved to his ſaid late Majeſty, his Heirs and Suc-
ſſors, ſhould for and during the ſaid whole
erm of 21 Years, in the firſt place be ſatisfied
d paid at the time in the ſaid Letters Patents
entioned, and that from time to time during the
id Term of 21 Years, after the King's Rent
ould be paid, as aforeſaid, and not before, all
d ſingular the clear and yearly Profits that
ould or might in any ſort ariſe, grow or be
ade of the ſaid Premiſſes by virtue of the ſaid
etters Patents, ſhould be divided and ſhared in
e equal parts and ſhares, by and between all
d every of the ſaid Parties, and if any or either
the Parties thereto ſhould happen to die before
e expiration of the ſaid Term of 21 Years, that
s or their part or parts ſo dying ſhould during
e ſaid Term, remain and come unto the Execu-
rs or Adminiſtrators of the Party or Parties ſo
dying, and alſo that no Treaſurer, Receiver
Collector, Land-Waiter or other Officer ſhould
any time, during the ſaid Term be made choice
for the carrying on, ſuperviſing and managing
e Cuſtoms or Premiſſes aforeſaid, without the
nſent or approbation of all and every the ſaid
rties thereto, their and every of their ſeveral
d reſpective Executors, Adminiſtrators and Af-
ns, or of the major part of them, firſt had and
ained under their Hands and Seals, or the
nds and Seals of the major part of them, and
t after ſuch conſent had, every ſuch Treaſur-
, Receiver, Land-Waiter, or other Officer that
ould be made choice of, as aforeſaid, ſhould be-
e he or they ſhould act or do any thing in the
emiſſes, give good Security unto all the ſaid
rties, or to ſo many of them as ſhould be alive,
d to the ſeveral and reſpective Executors and
dminiſtrators of ſuch and ſo many of them as
ould be dead, or to the major part of them, to

make and render a juſt and true Account, and to pay what Sum or Sums of Money he or they ſhould ſo receive in reſpect of his or their Imploy-ment, when he or they ſhould be thereunto re-quired, and alſo that no Sum or Sums of Money whatſoever ſhould, during the ſaid Term of 21 Years, be taken and received for Fines, Forfei-tures or Compoſitions, nor ſhould any Diſcharge or Releaſe be given for any ſuch Fines, Forfei-tures or Compoſitions, without the conſent or ap-probation of all and every the Parties to theſe preſents, their ſeveral and reſpective Executors, Adminiſtrators or Aſſigns, or the major part of them firſt had and obtained in Writing, under their Hands and Seals, and that if any of the ſaid Parties, their or any of their ſeveral and reſpe-ctive Executors or Adminiſtrators ſhould be mind-ed or reſolved to grant, aſſign, ſell or diſpoſe of his or their part or parts of the ſaid Cuſtoms and Subſidies herein before mentioned, for all or any part of the ſaid Term of 21 Years, except it be to ſome perſon or perſons in truſt for them, or ſome or one of them, that then, and in caſe of ſuch refuſal, the party or parties ſo intending to ſell his or their parts, ſhould in the firſt place of-fer to ſell the ſame unto ſome one or more of the ſaid parties, or unto the ſeveral and reſpective Executors or Adminiſtrators of one of them, be-fore he ſhould be permitted to ſell or diſpoſe there-of to a Stranger; and if all the ſaid Joynt Part-ners, or any two or more individual party or parties to the ſaid Articles ſhould refuſe to buy his or their parts, that then it ſhould and might be lawful to and for the ſaid ſelling party or par-ties to ſell and diſpoſe of his or their part or parts to any other perſon or perſons whatſoever ſo as and upon condition that ſuch Stranger and Strangers that ſhould buy ſuch part or parts,

or ſhould within 14 Days after he or they ſhould buy or purchaſe the ſame, conſent and agree to thoſe Articles and to every matter and thing therein contained, and ſo as he or they ſhould within 21 Days next after ſuch Purchaſe, in due form of Law, ſeal and execute one part of thoſe Articles to every one of the Partners, they doing the like to him, as by the ſaid Articles of Argeement under the Hands and Seals of every of the ſaid parties and duly executed, ready to be produced to this Honourable Court, relation being thereunto had, amongſt other things, it doth and may more fully and at large appear. And your Orator further ſheweth, That the ſaid Sir T. S. and your Orator's ſaid Father, and the ſaid T. C. their reſidence being far from the City of *London*, (*viz.*) in the County of *Devon*, Two hundred Miles diſtance from the ſaid City, and the ſaid Sir N. C. and the ſaid Sir J. S. conſtantly reſiding in or near the ſame, and by means thereof, and their intereſt in procuring dealers in the ſaid Commodities, pretended to have better opportunities of underſtanding, directing or managing the ſaid Farm, for the advantage of all the concerned, than their other ſaid Parties had, by reaſon of the ſaid diſtance of habitation from the principal Port, and their ſtrangeneſs to the Affairs and Buſineſs of Merchandize, and did heretofore, without the conſent and againſt the will of your Orator's ſaid Father and other the Partners, undertak, enter upon and direct the whole Management and receit of the ſaid Cuſtoms and Subſidies, and took upon them to chuſe and put in Treaſurers and Receivers, Collectors and Land-Waiters, and other Officers of their own Friends, for the carrying on, ſuperviſing and managing of the ſaid Cuſtoms and Subſidies aforeſaid, without the approbation or conſent of the reſt of the

ſaid Partners in their life-time, firſt, or indeed
all had in Writing, under their Hands and Se
or the major part of the ſaid Partners, and
mitted them into their reſpective Offices of
ceivers, Treaſurers, Collectors, Land-W
and other Officers, and permitted every of th
to act in their reſpective Offices in and about
Premiſſes, before they had given Security unto
the ſaid Partners, to make and render a juſt
true Account, and to pay ſuch Sum and Sums
Money as he or they ſhould ſo receive, in reſp
of his and their ſaid Imployments, when he
they ſhould be thereunto required; and they
ſaid Sir N. C. and Sir J. S. did take upon them
receive ſeveral great Sums of Money from
Merchants and Traders in the ſaid Company
Logwood, and to give Diſcharges and Rele
for ſuch Fines, Forfeitures and Compoſitions
without the conſent or approbation of the
Partners, or the major part of them firſt had
obtained in Writing under their Hands and Se
And your Orator further ſheweth, That the ſaid
T. S. and T. C. alienating and aſſigning their
ſpective parts and ſhares of and in the Cuſto
and Subſidies aforeſaid, in ſome ſhort time a
the date of the Letters Patents aforeſaid, the
unto the ſaid Sir J. S. and the other unto the
R. B. Eſq; he the ſaid Sir J. S. by virtute of
former ſhare and the preſent Aſſignment, cla
and receives to himſelf two fifth parts in
parts to be divided, and the ſaid R. B. one
part of the Cuſtoms and Subſidies aforeſaid,
reaſon of the Aſſignment made unto him, a
in virtue thereof did joyn himſelf to, and
with the ſaid Sir N. C. and Sir J. S. in the ma
ging, ordering, receiving and collecting the
Cuſtoms and Subſidies accruing by that *Log*
Farm, as aforeſaid, and in the chuſing, appoi
in

, putting in and putting out of the Treaſurers, ceivers and Land-Waiters, and other Officers oloyed in and about the ſaid Cuſtoms and Sub-es, though he never ſealed any Counterpart the Articles aforeſaid, to the other Partners, without taking any Security from either of m the ſaid Officers, for their juſt and true ac-nting, and for payment of ſuch Money as uld be found in their Hands, when called for the reſpective Partners, according to their ſe-al propotions. And your Orator further ſhew-, That the ſaid Sir N. C. and Sir J. S. both dy-ſeveral Years ſince their parts and proportions the Cuſtoms, Subſidies and Fines aforeſaid, are e come unto and veſted in Sir N. C. Baronet, ndſon, Heir, and alſo Executor of his ſaid ndfather, and Sir J. S. Baronet, Son and Heir, alſo Executor of the ſaid Sir J. S. his Father, he reſpective ſhares and intereſts of them the Sir N. C. the Grandfather, and of Sir J. S. Father, by ſome other lawful means or ways come unto and veſted in the ſaid N. C. the ndſon and the ſaid J.S. the Son; and every of m hath ſince the reſpective deaths of each of m the ſaid Grandfather and Father, together h the ſaid R. B. taken upon them not only Title and Intereſt of and in the four fifth parts, alſo the ſole management, direction and re-pt of the whole profits thereof, by themſelves, r Servants and Agents, but never made up or ed any Accounts with your Orator's ſaid Fa-r, and if they did pay him any Sum it was in-ſiderable, and much ſhort of what was then ng for his particular ſhare and proportion of Cuſtoms aforeſaid, however, your Orator is dy and willing to allow unto the ſaid Sir N. C. J.S. and R. B. all ſuch Sums of Money as y ſhall produce authentick receipts for, either

under

under his ſaid deceaſed Father's Hands, or his U
der. And your Orator further ſheweth, That
or about the 9th of *January*, 1677. your Ora
ſaid Father departed this Life, but firſt made
duly publiſhed his laſt Will and Teſtament
Writing, and thereof and thereby made your O
tor (who was his only Son and Heir) his ſole E
ecutor, but by reaſon of the tenderneſs of
Years, he appointed his Wife Dame E. F. ſince
ceaſed, Sir T. C. Knight, ſince alſo deceaſed,
R. F. F. C. and M. R. Eſq; Truſtees, who
prove the ſaid Will, and entred upon and exe
ted the ſaid Truſt, and one H. O. Gentlem
who never proved the ſaid Will, and who ſo
or one of them have divers times requeſted
ſaid Sir N. C. Sir J. S. and R. B. to produce th
ſaid Patent or Demiſe of the ſaid Cuſtoms
Subſidies, and other the Premiſſes, and to co
to an Account with them, and to pay down
Arrears of your Orator's part and ſhare, on wh
importunities the ſaid Partners about the Mo
of *May*, in the Year 1678. did pay down to y
Orator's ſaid Truſtees, ſome ſmall Sum, and t
a Receipt therefore in their own Names, as
much Money received from them the ſaid De
dants, and only by the Hand of their Recei
or Caſhier, but then declared it was all
could be received until the expiration of the
Farm, which would be on or about the Mo
of *September*, 1683. for that a good ſtock of M
ney muſt ſtill be kept under hand for the ſatisfy
and diſcharging Debenters, in caſe of Expo
tion, which they pretended they had reaſon to
prehend would be very conſiderable, and that th
ſhould be obliged to refund a great deal annua
and if it ſhould ſo happen, the Money muſt
ready at all demands to prevent complaints,
ſtill concealed the ſaid Letters Patents or In
tur

, ſuggeſting, That it was not then in their ody, and alſo concealed the Accounts and s of Entries of the ſaid Cuſtoms and Subſi- from the view of your Orator's ſaid Truſtees, ending that they were long and intricate, and they themſelves had not made up the Ac- ts with the Collectors and Treaſurers of the -Ports, without which they could not make uch as a Calculation of what Sums were in r Hands, or what each Parties demands did would amount unto, but your Orator's Tru- might reſt aſſured that theſe Defendants ld come unto and make up a juſt Account them, and pay their full proportion as the Cuſtoms and Subſidies ſhould come in, and uch excuſes and pretences kept your Orator's Truſtees in the dark, ſo that they knew not at to demand, nor to whom to go to be in- ed, they the ſaid Defendant having all the ks in their own Hands, or in the Hands of as they imployed under them, wherefore r Orator's Truſtees were in a ſort neceſſita- to give way and to acquieſce in the affirma- ns and declarations of the ſaid Defendants, ſuſpend all proſecution at Law or in this urt againſt them, until the ſaid Term or Farm expired, though your Orator's Truſtees did re earneſtly apply unto the ſaid Defendants, inſiſted to ſee the Accounts of the Receipts Diſburſements in and about the ſaid Farms Cuſtoms, and have the Arrears according to r Orator's proportions paid down, well ho- g they ſhould meet with no further delay there- but before the ſame was done, your Orator ained his Age of 21 Years, whereby the ſaid uſt and Copartnerſhip determined, and your rator hath duly proved his ſaid Father's Will, taken upon him the Execution thereof, as

by

by the Probate thereof under the Seal of the Pr
rogative Court of *Canterbury*, may more fully a
pear; by virtue whereof your Orator is intitl
to his dividend and full proportion of the Pr
of the ſaid Farm, and ought to have an Accou
thereof, and of the annual benefit as the ſame
grow and accrew, as the reſt of the ſaid Partn
did apply and appropriate their ſhares to the
own proper uſes. But now ſo it is: May it ple
your Lordſhip, That though the ſaid Term of
Years being expired, they the ſaid Sir N. C. Sir
S. and R. B. combining and confederating the
ſelves with J. D. in his life-time, ſince deceaſe
and J. D. his Son, and divers other perſons
known (whom your Orator prays may be m
parties when diſcovered, with apt words to ch
them) to defraud your Orator of the profits a
income of the ſaid Farm of the Cuſtoms and Su
ſidies of *Logwood*, and other the Premiſſes afo
ſaid, now declare that they have very little of
iſſues and proceeds of the ſaid Cuſtoms and Su
ſidies in their Hands, and that they left and
poſited your Orator's proportion in the Hands
J. D. Eſq; ſince deceaſed, Father of the Confe
rate J. D. whom they the ſaid Sir N. C. Sir J.
and R. B. employed as their Treaſurer or Recei
to Collect the ſame, and that they being the m
jority of the Partners had power without
conſent of your Orator, or his ſaid Truſtees,
depute Servants or Agents, Collectors or Tr
ſurers for the receiving the Profits and manag
the Farm, and purſuant to ſuch power did dep
the ſaid J. D. in his life-time to be their Trea
rer and Collector of the Income and Subſidi
and that therefore your Orator ought to apply
the ſaid J. D. his Son and Executor, who h
poſſeſſed himſelf of his perſonal Eſtate, ſufficie
to pay his Debts for the payment of the
Arrea

ars, who is liable thereto, and if he be not, Orator ought to bear the loſs thereof, be- the Money was not drawn out of the ſaid hands in his life-time, and that your Orator t not to reſort back to the Confederates, who taken and allowed the Accounts of the ſaid the Father, made up by his ſaid Son, who charged himſelf with the Sum of 1000 *l.* and ards, being your Orator's proportion of the Cuſtoms and Subſidies received by the ſaid J. e Father and the ſaid J. D. the Son will make ment thereof, as faſt as his Father's perſonal te ſhall come into his Hands, and enable him ſcharge it, and that your Orator ought to ac- and be content therewith, although the ſaid ſederates very well know, that the reaſon your Orator's proportion was not drawn was, becauſe the ſaid Confederates did poſi- y declare and affirm that at ſeveral times and es when they were requeſted to pay your tor's Truſtees his proportion of what was in or received by them or their Caſheers, that e was no Money to be had for your Orator or er of them the ſaid Confederates, for that as ſaid Farm did draw nearer to an end, a ter Sum was needed to lie in their Treaſurers Caſheer's Hands, to ſatisfie all demands for De- ers or Exportation; and to obtain belief they rred, That the ſaid Confederate Partners pro- ion lay in the ſaid Treaſurer's Hands, as well your Orator's for that very uſe and purpoſe, ough in truth the ſaid Confederate Partners w their reſpective proportions out of the ſaid the Father's Hands, their Caſheer, at the end very Year at longeſt, and ſometimes at the Years end, as faſt as the Profits came in, ich appears by an Account made up by them- es only, without the knowledge of your Orator's

Orator's Truſtees, though they deſired to be pr
ſent at, and privy to it, and that ſuch unjuſt a
untrue affirmations made by the ſaid Confed
rates, were made uſe of on purpoſe to deceiv
your Orator and his ſaid Truſtees, to induce the
to leave your Orator's proportion of the incom
of the ſaid Farm in their and the ſaid D's Han
to lie at ſtake to anſwer all Debenters or Export
tions, and which alone was ſufficient ſo to d
and the ſaid Confederates left none in their Tr
ſurer's Hands, but made great advantage to the
ſelves by your Orator's Money that lay in C
as well as what they applied to their own u
there being no occaſion to uſe the ſame to d
charge Debenters or Exportations, being ve
rare; and although the ſaid Confederates do li
wiſe well know, that if any authority was giv
by your Orator's Father in his life-time under
Hand and Seal, according to the purport of Joy
Articles, before mentioned (though your Ora
knows not or believes of any) which might d
charge the ſaid Confederate Partners aforeſa
from accounting to him or your Orator, for
full proportion of the Profits of the Farm and C
ſtoms aforeſaid, yet the ſame did determine
his death, and for ſo much as they have ac
and done in the management of the ſaid Farm
themſelves, Servants or Agents, ſince the death
your Orator's ſaid Father, without the conſen
his Executors or Truſtees, they have ſubject
themſelves to an Account for it, and to make
good to your Orator, who was an Infant, ab
the Age of 11 Years, at his ſaid Father's death, a
continued in his Infancy during the ſaid Fa
and after the expiration thereof, as the ſaid C
federate Partners did expreſly promiſe to
count for, and make good all the Monies
Caſh as did or ſhould come to the Hands of

J. D. the Father, and for all his actings and
gs in the management thereof, declaring and
owledging him to be but their Servant, and
confirmation thereof the ſaid Confederate
ners, ſince the expiration of the ſaid Farm
e taken upon them to adjuſt and ſtate the Ac-
nts of the ſaid Farm and Cuſtoms with the ſaid
the Son, for ſo long time as his Father acted
ein, without calling your Orator or his Tru-
s to the making up of the ſame, and having
en him ſome Releaſes and Diſcharges, yet
r Orator is adviſed that ſuch ſtating and ad-
ing Accounts or giving ſuch Releaſes will not
Equity bind your Orator, for that the ſame
e made up and ſtated without the knowledge,
ſent or approbation of your Orator or his
uſtees, and therefore hopes he ſhall be at li-
ty to make any further demands for what
ll be really due to him for his proportion, and
require the whole of the ſaid Confederates,
cording to their expreſs promiſes, as well as
in Articles and Agreements, as aforeſaid, the
d J. D. being neither put into nor allowed of
his ſaid Office of Collector, or Treaſurer, or
ent, by your Orator's ſaid Father in his life-
e, nor by your Orator's Truſtees ſince his
ath, in your Orator's Minority, nor looked
on as their Pay-maſter, but was barely the ſaid
nfederates Clerk or Accountant, and ſo eſteem-
, as they themſelves or ſome of them declar-
him to be; and to make it more manifeſt,
mpoſed or directed Receipts for ſuch Money
was paid, to be drawn in their ſaid Confede-
e Partners own Names, and for Monies paid
them, as by the ſaid Receipt, or Receipts
emſelves now in the Hands of the ſaid Partners
ay appear, for that the ſaid B. who cannot pre-
nd to more than to be an Aſſignee of one of

the

the first Partners and Farmers of the said Custo
and Subsidies, and not one of those to or
whom the said Letters Patents and Indenture
Lease was first granted by his late Majesty, a
therefore can no ways entitle himself to a
share of the Profits of the said Customs, but
submitting to and complying with the Origi
Covenants and Conditions herein before men
oned, which were agreed unto, sealed and e
cuted by all the Original Partners, for whose
and benefit the said Lease and Patent was ma
and granted to the before mentioned Mr. P. a
by him transferred to them, one of which C
venants and Conditions was, That such Strange
as Mr. B. was, who should buy any part or pa
of the said Customs, Subsidies and Premis
should within fourteen Days after he should
any part or parts of the said Customs or Purch
the same, consent and agree to those Articles
foresaid, and to every matter and thing there
contained, and within One and twenty Days n
after such Purchase, in due form of Law, seal a
execute one part of those Articles and Covena
to every one of his Partners, they doing the l
to him, neither of which the said Mr. B. ever d
and therefore by his own wilful omission h
forfeited his pretended share and proportion of
said Customs and Premisses to the rest of
Partners, of which your Orator's Father was
ginally one, for which reason your Orator d
pray and insist that the said Mr. B. may still
deemed and taken as a Stranger to the Custo
and Premisses, and as such may be obliged to
Account with your Orator, not only for a
part of the Customs and Subsidies aforesaid,
also for a fourth part of such fifth part as he
tends to claim for his own use, by virtue of
Assignment from either of the original Partne

nd damage for the ſame from the time of the eceipt thereof, eſpecially ſeeing the ſaid Con-derates, Sir N. C. Sir J. S. and Mr. B. do admit ey have now in their Hands a very conſidera-e Sum of Profits made by the Receipts of Cu-oms and Subſidies aforeſaid, ſince the death of e ſaid J. D. the Father, and beſides what they pre-nd was received by him in his Life-time, where-your Orator's proportion doth by their own al-wance, amount to Five or ſix hundred pounds erling, after the death of the ſaid D. and before e expiration of the Term granted by the Patent, aforeſaid, and yet refuſe to pay the ſame, un-ſs your Orator will give them full and general eleaſes for all their actings and doings in the emiſſes, and particularly to diſcharge them from e ſaid Account, and all ſuch Sums of Money as ey pretend are or were in the Hands of the d D. the Father or his Son and Executor, and r which, to excuſe themſelves, they would ake the ſaid Mr. D. only anſwerable; and al-o your Orator hath often in a friendly manner preſented to them the ſaid Confederate Part-rs, the unreaſonableneſs of ſuch their demands, d convinced them of his own fair and juſt deal-gs, though not deſerved from him, and offer'd, at if the ſaid Confederate Partners ſhould pay wn ſuch Sum or Sums of Money as they did mit to be in their Hands, and to be indiſputa-y your Orator's right, he would give them a eceipt for ſo much as he did really receive, and e reſidue in Controverſie ſhould be heard and termined by Friends, to be mutually agreed on, if no ſuch accommodation could be, then to ide the Judgment of this Honourable Court, ſuch fair Overtures and your Orator's urgent caſions notwithſtanding, the ſaid Confederate rtners then did and ſtill do peremptorily refuſe

to pay your Orator one farthing, unleſs he would give ſuch general Releaſe; and the more to vex and perplex your Orator, and to delay the payment of the Sums due from the ſaid Confederates to your Orator, of which they in the mean time make great advantage to themſelves, they the ſaid Confederate Partners do not only refuſe to inform your Orator in whom the parts and ſhares of the ſaid Sir T. S. and T. C. then and now are within their own knowledge, and as your Orator hath been informed and hopes to prove, were purchaſed by and came to the ſaid Confederates, Sir J. S. and R. B. or to ſome perſons in truſt for them with their knowledge and conſent, and part of the Profits of the ſaid Cuſtoms wholly received from time to time by them, that is to ſay, two ſhares by the ſaid Sir J. S. and one ſhare by the ſaid R. B. but alſo they the ſaid Confederate Partners, or ſome of them did plead and demur to a former Bill brought by your Orator of the like nature with this, and againſt the ſame Partners, *viz.* to bring the ſaid Confederates to an Account for the Profits of the ſaid Farm, and to oblige them to pay your Orator his due proportion, and aſſigned for cauſe of Demurrer, That the ſaid Sir T. S. and T. C. were entituled to the aforeſaid Cuſtoms and Subſidies with the ſaid Sir N. C. and Sir J. S. deceaſed, and your Orator's ſaid late Father, but were not made Parties to the Bill, nor any perſon charged to have their ſhare, and therefore inſiſted to have the Judgment of the Court therein, though they very well knew in their Conſciences that the ſhares and proportions of the ſaid Sir T. S. and T. C. were transferred to them, ſome or one of them, or to ſome perſon in truſt for them, who they permited to take the profits to his or their own uſe, and that no other perſons were legally and truly chargable with

Account

ccount but themſelves, though the knowledge ereof was not come to your Orator ſo fully and rfectly as to ſet forth the ſame in the Bill of omplaint, and altho' the ſame were true in fact. nd that your Orator might be quite diſcoura- d from proceeding any further againſt the ſaid nfederates, for the recovery of his Right ſo un- ſtly detained from him; the ſaid Confederates N.C. Sir J. S. and J. D. do refuſe to diſcover ir reſpective Teſtators perſonal Eſtates, and ough they are Executors of their reſpective randfather and Father, have not exhibited any ventory thereof; or if they have, a great part the ſaid Teſtator's Eſtates is omitted therein, d other part undervalued; all which doings every the ſaid Confederates are not only con- ry to Equity and good Conſcience, but alſo ry vexatious and tend very much to your Ora- 's prejudice. In tender conſideration whereof, d foraſmuch as matters of Account and Brea- es of Truſt are moſt properly cognizable and ievable in this Honourable Court, and for that r Orator is remedileſs by the ſtrict Rules of Common Law, and the rather for that his neſſes who could prove the ſaid Confederates d their Teſtators Receipts of all the Profits and come of the ſaid Cuſtoms, Subſidies and Pre- ſes, and their Agreements and Promiſes, to with your Orator's Father in his Life-time, well as to and with your Orator's Truſtees e his death, to make good from time to time the ſame ſhould come to their Treaſurer's nds, the fourth part of the Proceeds and Ef- s of the ſaid Cuſtoms and Premiſſes, and all efits and advantages accrewing thereby, are er all dead, gone beyond the Seas, or remo- into places remote and unknown to your ator, ſo that they cannot be had at any Trial

to make proof of the truth of the Premiſſes, b
the ſaid Confederates know the ſame in their Co
ſciences to be true. To the end therefore tha
the ſaid Confederates may full diſcovery mak
of and concerning all the matters and thin
charged in the ſaid Bill, as fully, clearly and p
ticularly as if they had been Interrogated ov
again, and eſpecially the date of the ſaid Pate
of Indenture, when granted, and for what ye
to continue, and under what Rent, and in wh
Hands, whether the ſame hath been demanded
them, or either of them, how often and whe
and by whom, what reaſons they gave why th
would not pay your Orator's ſhare and propor
on, whether they did inſiſt on general Relea
or abſolute Diſcharges for ſo much as they p
tend was in the Hands of D. and what reply yo
Orator made thereunto, who was preſent to t
making up of the Accounts of the ſaid Far
whether the ſaid Truſtees were ever called
deſired by any of the Confederates to aſſiſt or i
ſpect the management of the ſaid Farm, or
give any Deputation in Writing or any Direct
unto the ſaid J. D. the Father, to collect the P
fits and Income ariſing by or from the ſaid
ſtoms or Subſidies, whether they did take
for their Pay-maſter, or did look upon the C
federate Partners as the only perſon anſwer
for your Orator's proportion; what Receipts w
given for the Money received, in whoſe na
to whoſe uſe, by whom the Farm was direct
and the ſaid R. B. may particularly ſet forth,
ther he did Purchaſe any part or ſhare of the
ſtoms and Subſidies aforeſaid, and of wh
and when, and who elſe bought the ſhare of
T. S. and T. C. aforeſaid, and whether he
within One and twenty Days, or ſince the
tended Purchaſe of one ſhare or fifth part of

emiſſes, Seal and Execute one part of the Ar-
les aforeſaid, to every of his Partners therein,
d whether he did pay, and what Sum in part
payment of the Arrears of your Orator's
re, and to whom, and what Receipt he took
the ſame, and what diſcourſe then and ſince
th paſſed between the ſaid Mr. R. and the ſaid
r. B. concerning the manner of the Receipt, the
ving of a good Sum in Caſh to anſwer Deben-
s, the want of Money to make any dividend
the Farm were expired, their project to im-
ove the income, their refuſal to ſhew the Books
Accounts, or to give a particular of their Re-
ipts and Disburſment, and in whoſe Hands theſe
oks have remained, whether either of your
rators Truſtees had any ſight of them, or any
count given them till ſince the expiration of
ſaid Farm, and by whom that was made up,
d whether true, and by whom delivered to the
d Mr. R. what hath been made by your Orator
his Truſtees or any of them, for the Money
knowledged to be in the ſaid Confederate Part-
s Hands, and how, and wherefore refuſed,
d may ſhew cauſe, if they can, why the ſaid
nfederates, Sir N. C. Sir J. S. and R. B. ſhould
pay unto your Orator his part and ſhare of
whole Arrears of the ſaid Farm of the Cuſtoms
d Subſidies, and other the Premiſſes, with law-
Intereſt for the ſame, from the reſpective
es it grew due to your Orator, and they the
d Confederates drew their ſhares out of the
ſh, and converted it to their own proper uſes,
d that the ſaid Sir N. C. Sir J. S. and J. D. may
erally and reſpectively ſet forth a true account
his Fathers and Grandfathers perſonal Eſtate,
d ſuch other real Eſtate, as was by their Teſta-
s appointed for the payment of Debts, and the
rticular and true values of every part thereof,

what Debts each of them owed, and how
thereof is ſince paid, when and to whom,
that they and the other Confederate Mr. B.
true anſwer make to all other matters and
in the Bill, and to the intent your Orator may
relieved in all and ſingular the Premiſſes
ing to Equity and good Conſcience: May
pleaſe your Lordſhip, the Premiſſes conſidered,
grant unto your Orator their Majeſties moſt
cious Writ of *Subpœna* to be directed to them
ſaid Sir N.C. Sir J.S. R.B. and J.D. and other
Confederates when they ſhall be diſcovered, there
requiring them and every of them at a certain
and under a certain pain therein to be limited
be and perſonally appear before your Lordſhip
this Honourable Court, and there to ſtand to
perform ſuch Order and Decree in the Premiſſes
as to your Lordſhip ſhall ſeem agreeable to
quity and good Conſcience, and your Orator
ſhall ever pray, *&c.* Or the Tenor of the
Bill was to this or the like effect, as in and
the ſaid Bill ſo named, remaining of Record
this Honourable Court, may more fully and
large appear. And your Orator further ſhews
unto your Lordſhip, That the ſaid Defendants
being ſerved with Proceſs of *Subpœna* to appear
and anſwer the ſaid Bill, the ſaid Defendants C.
S. B. and D. appeared accordingly, and the ſaid
Defendant D. after the obtaining ſeveral Orders
for time, and after his appearing with the Regiſter
fter as on an Attachment for not anſwering pur-
ſuant to one or more of thoſe Orders anſwered.
But though the Defendants C. S. and B. had the
like time given them for anſwering on the ſame
Terms and Conditions, yet they never appeared
with the Regiſter, nor anſwered till after they
had been ſeverally proſecuted to one or more
Commiſſion or Commiſſions of Rebellion,

the

hey then anſwering did not then pay the Coſts of hoſe Commiſſions of Rebellion, but for delay ot an Order to examine the regularity of iſſuing f the ſaid Proceſs of Contempt, and before any hing was therein done, or that your Orator had urther proceeded in the ſaid Cauſe, the ſaid R. died, whereby the Suit and all Proceedings hereupon, as to him abated; but before his death, e having made his laſt Will and Teſtament in Writing, and thereof made S. S. of *Lincoln's-Inn* n the County of *Middleſex*, Eſq; Sir O. G. of in the County of *Middleſex*, Knight, and K. C. *alias* B. of W. in the County of *Somerſet*, Executors in truſt for his Children, and for pay- ment of his Debts, and according to the ſaid truſt hey having poſſeſſed his perſonal Eſtate, and en- red upon and poſſeſſed his real Eſtate, of more alue than would pay his Debts and Legacies, nd not only ſo, but they the ſaid Executors in ruſt having made probate of the Will, and taken n them the Executorſhip ought to ſtand in the lace of their ſaid Teſtator, and account and pay, nd in all things elſe do, as their Teſtators ſhould ave done towards the ſatisfying your ſaid Ora- or for the matters concerning which your ſaid Orator prayed relief. But now ſo it is, may it leaſe your Lordſhip, That the ſaid S. S. Sir O. G. nd K. C. *alias* B. being in combination with he ſaid other Defendants, refuſe to account with r ſatisfie your ſaid Orator, for any of the matters concerning which your Orator by his Bill com- plained and ſought relief as well againſt their Teſtator as againſt the ſaid other Defendants, or o own the *quantum* or value of the Eſtate of their aid Teſtator, come to them, ſubject to the Truſt nd Executorſhip, or whether the ſame were ſuf- icient to anſwer and pay his Debts, but having mbezelled the ſaid Eſtate, and by fraudulent and

indirect ways ſought to eat and devour the ſame up, ſo as your Orator ſhall have no benefit from the ſame, towards his ſatisfaction in the Premiſſes aforeſaid, which is contrary to Equity. To the end therefore that the ſaid Bill, Anſwer and Proceedings may ſtand and be revived against the ſaid Sir O. G. S. S. and K. C. *alias.* B. and your Orator have the benefit thereof, and be in the ſame plight and condition as he was in at the ſaid R. B's death, and have the Executor's Anſwer ſo a diſcovery of Aſſets, and of the other Truſt-Eſtate, and the particulars and particular values of the ſame, and the real and true Incumbrances with which it ſtood affected at the ſaid R. B. his death, or their admittance that the Truſt-Eſtate is ſufficient to make good and anſwer your Orator's demands to him: May it pleaſe your Lordſhip to grant unto your Orator their Majeſties moſt gracious Writ of *Subpœna* to be directed to the ſaid Sir O. G. Knight, S. S. Eſq; K. C. *alias* B. thereby commanding them at a certain day, and under a certain pain therein to be limited, to be and perſonally appear before your Lordſhip in this Honourable Court, then and there to ſhew cauſe, if they can, why the ſaid Bill, Anſwer and other Proceedings aforeſaid againſt the ſaid R. B. the Teſtator may not ſtand and be revived, and your Orator be in the ſame plight and condition he was in at the ſaid R. B. his death; and that the ſaid Defendants may Anſwer as to a diſcovery of Aſſets, *&c.* and further to ſtand to and abide ſuch Order and Direction as to your Lordſhip ſhall ſeem meet. And your Petitioner ſhall ever pray. W. M. and the ſaid S. G. and C. *alias* B. being ſerved with Proceſs to appear and ſhew what cauſe, if they could, why the ſaid Bill and Proceedings as againſt the ſaid R. B. ſhould not ſtand revived, and the ſaid Sir J. F. be in the ſame

me plight and condition againſt them as he was at the ſaid R. B's death, againſt him the ſaid R. B. and diſcover or admit Aſſets to anſwer and make good what the ſaid R. B. ſhould have been condemned in, if he had lived: And the ſaid S. and C. *alias* B. appeared accordingly, and by an Anſwer did confeſs themſelves to be Executors, and admitted Aſſets, but ſaid that the ſaid G. refuſed to joyn in probate of the ſaid B. his Will, or to take on him the Truſt or Executorſhip, and thereupon the ſaid Sir J. F. having replied as well to the Anſwers of C. S. B. and D. as to the Anſwers of the ſaid S. and C. *alias* B. and obtained an Order that publication ſhould paſs on the firſt day of *Michaelmas* Term laſt, ſo as the Cauſe might be heard ſome time in the ſame Term, as by the ſaid ſeveral Pleadings and Proceedings entred and Recorded in this Court, whereunto relation being had, may more fully and at large appear: But before the Cauſe was heard, or that there had been any Wineſſes examined on the part of the ſaid Sir J. F. he the ſaid Sir J. F. died, whereby the ſaid Suit and all Proceedings in the ſame did abate, but your Orator being Executor, as aforeſaid, and having ſince his death duly proved his Will, and taken on him the Executorſhip, as by the probate under Seal of the Court in which it was ſo proved, ready to be produced, may appear, is become intituled to all that the ſaid Sir J. F. claimed by his ſaid Bill and Proceedings, and ought to have the benefit of the ſame, and to be in no worſe a plight or condition than the ſaid Sir J. was in at his death, towards the obtaintng thereof. And foraſmuch as one R. J. hath joined himſelf with the ſaid C. S. and B. in a croſs Bill againſt the ſaid D. and your Orator's Teſtator, for an Account and Relief concerning the matters complained of in the ſaid J. F's ſaid Bills,

and

and insisted on in the said C. B. and F's Answer to the same, and by such the said cross Bill, pre- tends to be a Partner in the *Logwood* Farm in Que- stion; your Orator doth humbly pray, That the said J. may be compelled to discover and set forth such his Title and Interest to the said Farm, and to the relief sought by the cross Bill, and the time when, and the manner how he first came into the said Partnership, and the *quantum* of Monies by him thereout received, and the times when, and manner how, and names of the Persons from whom such his Receipts were made, and whether he be not in the Confederacy with the other persons named in the said Sir J. F's said Bill, for the ends and purposes therein alledged, your Orator hereby charging, that he is and was in the said Confede- racy, and did receive great Sums of Money out of or by reason of the said *Logwood* concerns, more than was his just share and proportion, and may also discover from whom he so claims, and how and for what, and when he first had it, and what his part and share is in proportion with the other Partners, and that he may come into the Account prayed by the said Sir J. F's Bill, and be subject to such Decree as the nature of the Cause upon such the said J. F. his said Bill doth merit or deserve. And that the said C. S. S. and C. *alias* B. and G. may shew what cause they can why the said Bill and Proceedings in the said Sir J. F's Case should not stand revived, and your Orator be in the same plight and condition as gainst them as the said Sir J. F. was in at the time of his death. And to the end that they may accordingly stand so revived, and your Orator have the same relief as the said Sir J. F. should have had if he were still living: May it please your Lordship, the Premisses considered, to grant unto your Orator as well their Majesties most gracious

gracious Writ of *Subpœna* to be directed to the said R. J. thereby commanding him at a certain day, and under a certain pain therein to be limited, to be and appear before your Lordship in this Honourable Court, then and there to Answer the Premisses, as their Majesties most gracious Writ of *Subpœna* to be directed to the said Sir N.C. Sir J.S. S.S. Esq; Sir O.G. Knight, C. *alias* B. and J. D. commanding them likewise at a certain day, and under a certain pain therein to be limited, personally to be and appear before your Lordship in this Court, then and there to shew Cause, if any they can, why the said Bills and proceedings should not stand revived, and your Orator be in the same plight and condition as the said Sir J. F. was at his death; and further that all the Parties aforenamed may stand to and abide such Order and Decree in the Premisses as to your Lordship shall seem, *&c.*

H

Complainant H. C. *Son and Heir of* H. C. *having exhibited his Bill againſt* A. C. *to call her to an Account for the Rents, Profits, &c. of his Father's real and perſonal Eſtate, ſhe being the Executrix of* J. C. *who was Executor in Truſt to the Complainant's Father, during the Minority of the Complainant, and a Decree being made, That ſhe ſhould Account with the Maſter for the real and perſonal Eſtate of the Heir the Complainant, and the Maſter having given in his Report, whereby ſhe was ordered to pay the Complainant a conſiderable Sum of Money, and the ſaid* A. C. *putting in Exceptions to the Maſter's Report, and dying before the ſame were argued, the Complainant brings his Bill of Revivor againſt* T. B. *Son in Law of* A. B. *who, as Executor or Adminiſtrator hath poſſeſſed himſelf of all* A. H. *his perſonal Eſtate, to pay the Complainants Money due to him on the Report.*

HUmbly Complaining, *&c.* ſheweth, *&c.* your Orator H. C. Son and Heir of H. C. late of W. in the County of B. Yeoman deceaſed, which ſaid H. C. deceaſed, your Orator's ſaid Father was Nephew and Heir at Law unto W. W. late of L. in the County of B. alſo deceaſed, That your Orator on or about the 26 day of *April*, 167- did Exhibit his Bill in this Honourable Court, againſt A. H. *alias* C. now deceaſed, then Widow and Relict of J. C. then deceaſed, who was Brother in Law to your Orator's ſaid Father, thereby ſetting forth, That the ſaid W. W. being in his life-time, and at the time of his death lawfully ſeiſed in his Demeſn as of Fee, or ſome other good and indefeazable Eſtate of Inheritance, of and in ſeveral Meſſuages, Lands, Tenements and Hereditaments, ſituate lying and being within the

he ſaid County of B. and elſewhere, and bear-
ng a great love and affection unto your Orator's
aid Father, who was the Son of his Siſter, did
y his laſt Will and Teſtament in Writing bear-
ng date the 25 of *January*, which was in the
ear of our Lord, 1638. Will, Bequeath and
eviſe (amongſt other things) unto the ſaid H.
. deceaſed, all his Free-hold Lands, Meſſuages
nd Tenements, with their and every of their
ppurtenances in L. aforeſaid, to hold unto the
aid H. his Heirs and Aſſigns for ever, upon this
ondition, (*viz.*) that if A. C. the Siſter of the
aid W. W. the Mother of the ſaid H. ſhould ſur-
ive her Husband, That then the ſaid H. your Ora-
or's Father, ſhould pay unto your ſaid Orator's
randmother, the yearly Sum of 10 *l.* during her
ife, out of the Profits of the ſaid Lands ſo devi-
ed, as aforeſaid, and that by the ſame Will he
he ſaid W. W. gave ſeveral conſiderable Lega-
ies to ſeveral of his Children and Friends, and
or the payment thereof willed that his Executor
hould for ſome time hold, enjoy and receive all
is the ſaid Teſtator's Lands, and receive the
ents and Profits thereof, for and towards the
iſcharging and paying his ſaid Legacies and Be-
queſts in his Will mentioned, ſo far forth as his
erſonal Eſtate ſhould fall ſhort. And that of the
ame he the ſaid W. W. made R. C. your Orator's
randfather ſole Executor, and that ſhortly after
e the ſaid W. W. departed this life, and that by
nd after his deceaſe the ſaid R. C. your Ora-
or's ſaid Granfather proved the ſaid Will, and
ook upon him the burthen of the Execution
hereof, and entred upon the ſaid Lands ſo devi-
ed, as aforeſaid, and received the Rents and
rofits thereof, for about the ſpace of 12 Years,
nd that at or about that time your Orator's ſaid
ather attained to his Age of 21 Years, and that
then

then he, according to the limitation of the ſaid Deviſe of the ſaid W. W. deceaſed, entred upon the ſaid Lands in L. aforeſaid, in the ſaid recited Will mentioned, and held and enjoyed the ſame for many Years, and not being well in health, he the ſaid H. your Orator's ſaid late Father on or about the 22 day of *May*, which was in the Year of our Lord, 1653. made his laſt Will and Teſtament in Writing, and thereby deviſed unto your ſaid Orator all and ſingular his Lands, Meſſuages and Tenements, with their and every of their Appurtenances, ſituate lying and being in L. aforeſaid, in the ſaid County of *B.* and that the ſaid Lands, Meſſuages, Tenements and Premiſſes, were the very ſame Lands deviſed unto him by the laſt Will of the ſaid W. W. his late Uncle, deceaſed, before-mentioned, and that for the better eſtating the ſame Lands upon your ſaid Orator, he deviſed the ſame unto your ſaid Orator and to his Heirs for ever, by the name of H. C. my eldeſt Son, and to his Heirs for ever. And that by the ſame Will your Orator's ſaid Father deviſed all his other Lands in theſe Words following, *viz.* I give and bequeath unto R. C. my youngeſt Son, all my Lands, Meſſuages and Tenements with their and every of their Appurtenances whatſoever, ſituate lying and being in W. aforeſaid, (meaning in the ſaid County of B.) and to his Heirs for ever, and that of the ſame laſt Will, after ſeveral Gifts, Bequeſts and Legacies by him given and bequeathed to ſeveral perſons therein named, he the ſaid H. C. your Orator's ſaid Father of his ſaid Will, made J. C. his Brother-in-Law his ſole Executor, which ſaid J. C. was by the ſaid laſt Will empowred or limited to have all the Lands, Meſſuages and Tenements, in the ſaid laſt Will mentioned, with their and every of their Appurtenances, in his own power to uſe

or let at his diſcretion, till your ſaid Orator uld accompliſh his Age of 21 Years, to bring his Children, and pay his Debts and Legacies. d your Orator by his ſaid Will did further ſet th, That the ſaid J. C. the Executor of the d H. your Orator's ſaid Father having made Will, and A. his Wife his Executrix, departed s Life before the ſaid H. C. and that the ſaid C. him ſurvived, and continued in life for ne time afterwards, and that he the ſaid H. C. ceaſed, as was pretended, departed this Life, hout making any alteration in, or, revocation his ſaid laſt Will, by and after whoſe deceaſes, the Relict of J. C. (then A. C. Widow) pretend- to be Executrix or Adminiſtratrix of J. her sband, on or about the 31 day of *December*, hich was in the Year of our Lord God, 1657. hich as by the ſaid Bill was ſet forth, was about ee Years and a half after the date of the ſaid ill, made probate of the ſaid Will, and had the dminiſtration with the ſaid Will of H. C. an- xed, granted unto her, and was then aſſigned ratrix to your ſaid Orator, and R. his Brother en Minors of tender Years, and the only Chil- en of the ſaid H. C. their ſaid Father then late- deceaſed, to Adminiſter to the uſe of the ſaid inors as was pretended, and that under colour pretence of ſuch ſaid Adminiſtration, or by rue or ſtrength thereof ſhe the ſaid A. C. poſ- ſed her ſelf of all the Lands, Meſſuages, Tene- nts and Premiſſes, with their and every of ir Appurtenances, in both the aforeſaid Wills ecified and contained, and alſo of the perſonal ſtate of your Orator's ſaid Father, which was great value, being better worth than the value all his Debts, at the time of his death owing, d the Legacies in his Will mentioned, and that to all ſuch Lands or perſonal Eſtate, ſhe the

ſaid

ſaid A. had no Intereſt or Title, whatſoever
her own right, but meerly and properly in tr
for your ſaid Orator, and the ſaid R. your Or
tor's ſaid Brother having no Eſtate by the preten
ed Will of H. your Orator's ſaid Father therei
for that the ſame Eſtate in W. was ſetled accord
ing to the Statute of transferring uſes upon yo
ſaid Orator, as Tenant in Tail, after the decea
of the ſaid H. your Orator's ſaid Father, upo
your Orator as Heir Male of the Body lawfull
begotten, upon the Body of A. his Mother, a
that ſo the ſole Rents and Profits of the real Eſta
which your Orator's Father was poſſeſſed of
the time of his death, and the perſonal Eſtate
his ſaid Father, ought to have come, accrew
and deſcended unto and upon your ſaid Orat
his ſaid Brother R. having nothing to do there
by virtue of the ſaid pretended Deviſe or Will
the ſaid H. your Orator's ſaid Father, for that
C. your Orator's ſaid Grandfather had limited
Lands in W. upon your ſaid Orator by his
Will, or that he had otherwiſe ſetled the ſame
Deed, as Tenant in Tail or Remainder in Fe
and that the ſaid A. ought to render an Accou
for the whole, and refund unto your Orator w
had been received or raiſed out of the ſaid La
and Premiſſes, ſituate either in L. or W. or eit
of them, with Damages for the ſame, ſince
time by her ſo thereout raiſed or received,
ſaid Lands being (as by the ſaid Bill was ſet fo
and the truth was) of the yearly value of 80 l.
upwards, and that the ſaid perſonal Eſtate be
of a very great value, ſhe ought alſo to Acco
for the ſame unto your ſaid Orator, ſhe having
by the ſaid Bill was ſet forth, and the truth w
Adminiſtration thereof duly granted unto h
of the Eſtate of his ſaid Father. And your O
tor further ſheweth unto your Lordſhip, T
y

your ſaid Orator by his ſaid Bill did further ſet forth (as the truth was) that the ſaid A. at the time of her Adminiſtration, by the Name of A. C. Widow, but afterwards having Inter-married with J. H. who by the ſaid Bill was ſet forth (as the truth was) to be then alſo deceaſed, and then by the name of A. H. *alias* C. having crept into the truſt aforeſaid, ſhe being near related by Affinity or Kindred unto your Orator, and out of ſome fraudulent deſign to defeat your ſaid Orator of his Eſtate, by combination with the ſaid R. your Orator's younger Brother, or ſome others under the colour of her Power and Authority, and for her uſe, having received out of the Eſtate real and perſonal of your ſaid Orator, the Sum of 1500 *l.* and upwards, which ſhe would convert to her own uſe, and denying and refuſing to render unto your ſaid Orator any Account, or to make any payment of any Sum of Money in ſatisfaction of the Premiſſes, and diſcharge of the ſaid Truſt, pretending ſometimes the Adminiſtration taken with the laſt Will and Teſtament of your Orator's ſaid late Father annexed, was granted to her in her own right, and that there was no truſt, and that therefore ſhe ought not to account, when (as by the ſame Bill it was ſet forth, and the truth was) that it did plainly appear to be only in truſt for your Orator, and that ſhe knew the pretence of her Entrance upon the ſaid Lands and perſonal Eſtate was only as Curatrix aſſigned for your ſaid Orator, and not of any right to her ſelf, and that at other times, ſhe the ſaid A. H. *alias* C. to evade your Orator in the premiſſes, had pretended that J. H. her then late Huſband received the Profits of the ſaid Lands, or ſome part thereof, and that for the ſame ſhe ought not to Account. And your Orator by his ſaid Bill did further ſet forth, That although the ſaid

J. H. did receive ſome part of the Rents and Profits of the ſaid Truſt-Eſtate, yet that it was under the colour of the pretended Title of the ſaid Defendant A. H. *alias* C. and that ſhe being the perſon in Law, ſhe ought to Account and make good the defects of her ſaid late Husband, if any were, ſhe having (as by the ſaid Bill was ſet forth, and the truth was) entred upon his Eſtate; and for that your Orator could fix no Action at the Common Law, for Money due upon Account, until the Account ſhould be firſt ſtated, but by the help of the Anſwer of the ſaid A. H. *alias* C. who knew the particulars of the Rents and Profits received, and the Contents of the ſaid Wills, and who had the ſame in her Cuſtody, or at leaſt the laſt Will of the ſaid H. C. your Orator's ſaid Father, annexed to the Letters of Adminiſtration thereupon taken. And to the end that the ſaid A. H. *alias* C. might ſet forth whether by virtue of the Letters of Adminiſtration, with the Will of your Orator's ſaid late Father annexed, or by colour thereof, ſhe did not enter upon all the Lands, Meſſuages, Tenements and Premiſſes in L. and W. aforeſaid, and alſo of the perſonal Eſtate before-mentioned, or by what other Power or Authority, and whether the ſame was not in truſt for your Orator and his ſaid Brother, and whether your Orator was not eldeſt Son of H. C. his Father, and next Heir to his ſaid Father and Grandfather R. C. deceaſed, and whether your ſaid Orator had not Right, Title and a ſole Intereſt in all and ſingular the aforeſaid Eſtate, and that the ſaid A. H. *alias* C. might ſet out the Contents of the ſaid Will which was in her Cuſtody and Account and refund and pay unto your ſaid Orator, what was or might have been made or raiſed out of the aforeſaid Premiſſes, and Lands and Profits thereof, unto your ſaid Orator: And

that the Defendant A. H. *alias* C. might be compelled by the Decree of this Honourable Court to make good the Truſt, and that your Orator might be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience, was the ſcope of your Orator's ſaid Bill. To which Bill the ſaid Defendant A. H. *alias* C. being ſerved with Proceſs, appeared and put in her Anſwer thereunto, and thereby confeſſed and ſet forth, That ſhe believed it to be true, that the Complainant was Son and Heir to his late Father deceaſed, and alſo Heir to his Grandfather, and that H. C. the Complainant's Father, was Nephew of W. W. late of L. in the County of B. deceaſed: And that the ſaid W. W. was ſeized in Fee of and in ſeveral Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying and being within the County of B. aforeſaid, and that he did make his laſt Will and Teſtament in Writing, bearing date, and that it did bear date about the time in the Bill mentioned, and did thereby deviſe unto the Complainant's Father, all his Free-hold Meſſuages, Lands and Tenements in L. aforeſaid, to hold unto the ſaid H. C. the Complainant's Father and his Heirs for ever, upon Condition as in the Bill is ſet forth, and that by his ſaid Will he the ſaid W. W. gave ſeveral Legacies to ſeveral of his Friends and Kindred, and willed that his Executor ſhould hold and enjoy all his Lands, and receive the Rents and Profits thereof towards payment of his ſaid Legacies, and that thereof he the ſaid W. W. made R. C. the Complainant's Grandfather his ſole Executor, and that he died about the time in the Bill mentioned, and that after the death of the ſaid W. W. he the ſaid R. C. proved the ſaid Will and took upon him the Execution thereof, and enjoyed the ſaid Lands, and received the Profits thereof for

about four Years, and not for twelve Years, and that he then died, having made his Will in Writing, and thereof his Wife his Executrix, and that ſhe alſo enjoyed the ſaid Lands about three or four Years more, after her Husbands deceaſe, and ſet forth that ſhe believed that afterwards the Complainants ſaid late Father enjoyed the ſame and received the Rents and Profits thereof. And the ſaid Defendant A. H. *alias* C. by her ſaid Anſwer did further ſet forth, That ſhe believed it to be true, that the Complainant's late Father, about the time in the Bill ſet forth, made his laſt Will and Teſtament in Writing, and that he alſo deviſed unto the Complainant and his Heirs all the Lands in L. aforeſaid, and unto R. C. his youngeſt Son and his Heirs, all his Lands, Tenements and Hereditaments in W. aforeſaid, and that of ſuch his Will the Complainant's Father made J. C. his Brother-in-Law his ſole Executor, and that he was thereby empowred to uſe and let at his own diſcretion all the Meſſuages, Lands and Tenements, in his ſaid laſt Will mentioned, until the Complainant ſhould attain the Age of 21 Years, to bring up his Children and pay his Debts and Legacies, and the ſaid Defendant by her ſaid Anſwer did acknowledge it to be true, That the ſaid J. C. died in the Life-time of the ſaid H. C. having firſt made his Will and thereof this Defendant his Executrix, and ſets forth, That ſhe believeth, that ſhortly after the ſaid H.C. died without making any alteration of the ſaid Will, and likewiſe that after the death of the ſaid H. C. the ſaid Defendant being ſole Executrix of the ſaid J. C. and Siſter of the ſaid H. made probate of the ſaid Will of H. C. at *London*, and that ſhe had Adminiſtration with his Will annexed, duly granted unto her by the ſaid Judges for probate of Wills, and granting Adminiſtrations in truſt, and that

that ſhe was aſſigned Curatrix to the Complainant and R. his Brother, then Minors of tender Years, and only Children of the ſaid H. C. their Father in truſt for them, and that by virtue thereof the ſaid then Defendant poſſeſſed her ſelf of the Goods of H. C. her Brother only, and that ſhe received the Rents of all the Lands, as well thoſe in W. aforeſaid, given to R. C. by the Will of H. his Father, as thoſe in L. given to the Complainant by the Will of his ſaid Father. And the ſaid then Defendant by her ſaid Anſwer did further ſet forth, That the perſonal Eſtate of the ſaid H. C. the Complainant's Father came to the Sum of 441 *l.* 18 *s.* 2 *d.* and no more, and that the profits of the L. Lands bequeathed to the Complainant, and received by the ſaid then Defendant, amounted to the Sum of 491 *l.* 3 *s.* 4 *d.* and no more, as the ſaid then Defendant believed, and that the ſaid Defendants diſburſments by reaſon of the ſaid Truſt, amounted to the Sum of 976 *l.* 18 *s.* 1 *d.* as the ſaid Defendant then pretended, beſides unneceſſary charges, that ſhe by her ſaid Anſwer pretended to be further put to, by reaſon of vexatious Suits, the ſaid then Defendant having as ſhe alledged, formerly accounted in the Prerogative Court of *Canterbury*, both for the real and perſonal Eſtate of the ſaid H. C. the Complainant's Father, and that nevertheleſs this ſaid Defendant further to ſatisfie your ſaid Orator, annexed another account of the ſaid Eſtate, ſo far as it concerned your Oratrix to her ſaid Anſwer, which the ſaid A. H. *alias* B. by her ſaid Anſwer prayed might be accepted and taken as part of her Anſwer: And that as touching the Accounts of the Profits of the Lands at W. the ſaid Defendant pretended that ſhe ought not to give any anſwer thereto, or to make any Account for the ſame to the ſaid Complainant, for that the

ſaid Defendant denied that your Oratrix had any title to the ſame or any part thereof, or that the ſame was any ways ſetled or came to your ſaid Orator, for that the ſaid Lands in W. were by the Will of your Oratrix ſaid Father demiſed unto the ſaid R. C. your Oratrice's ſaid Brother and his Heirs for ever, who, the ſaid Defendant ſet forth to be, then in poſſeſſion thereof in his own Right, as the ſaid Defendant pretended, and that he the ſaid R. C. was not made a Party to the ſaid Suit: And the ſaid Defendant by her ſaid Anſwer did deny that ſhe had the Will of the ſaid W. or H. C. in her Cuſtody, but ſaid that ſhe gave the Will of the ſaid W. to the Complainant amongſt his other Writings, and further ſaid, That the ſaid H. C. his Will was, as the ſaid Defendant pretended in the Regiſter of the Prerogative Court of *Canterbury*, where the ſame, as ſhe by her ſaid Anſwer ſet forth, was proved by the ſaid then Defendant, and that your ſaid Orator might have reſort unto the ſame: And the ſaid then Defendant denied all combination charged in the Bill, and concluded with the general Traverſe. To which Anſwer your Orator took Exceptions for ſeveral Imperfections thereof, and the ſaid Exceptions being held good, the ſaid Defendant A. H. put in her further Anſwer to the ſaid Bill, and thereby confeſſed that ſhe did receive as well the Rents of the Lands at W. in the Bill mentioned, given unto R. C. your Orator's Brother by the Will of H. C. his Father, as thoſe in L. alſo in the Bill mentioned, given unto your Orator by his ſaid Father's Will. And the ſaid Defendant did by her ſaid ſecond Anſwer further ſet forth, That as ſhe did not by her former Anſwer give any Account of the ſaid Rents and Profits of the ſaid Lands at W. for that the ſaid R. C. was no party to that Suit, ſo neither did ſhe ſet forth her

payments

payments and disburſments for the ſaid R. ſhe being alſo to have an allowance thereof, And the ſaid then Defendant annexed to her ſaid ſecond Anſwer, an Account of Rents and Profits received by her out of the ſaid Lands and Premiſſes at W. aforeſaid, and alſo of her disburſments, which Account the ſaid then Defendant A. H. by her ſaid ſecond Anſwer prayed might be accepted and taken as part of the ſame Anſwer, and thereby alſo further ſet forth, and pretended, That as to the Sum of Fifty ſix pounds, craved to be allowed to the ſaid A. H. upon the Account annexed to her former Anſwer, ſhe thereby pretended the ſame was due and owing from the Teſtator H. C. deceaſed, for the Rent of her own Lands, which as ſhe pretended, he held as Tenant to the ſaid A. H. at the time of his death; and as touching the 78 *l.* 15 *s.* craved by the ſaid A. H. to be allowed in her ſaid Account, that the ſaid Sum of 78 *l.* 15 *s.* was loſt to the ſaid A. H. as ſhe pretended by the Goods and Chattels of the ſaid Teſtator, being over-valued in the Inventory of the perſonal Eſtate; and that as touching the Sum of 12 *l.* craved to be allowed in her Account annexed to her ſaid former Anſwer, the ſaid Sum of 12 *l.* was for charges (which ſhe pretended your Orator put her to in giving an Account of all the Eſtate of the ſaid R. C. the Teſtator,) and ſo concluded with the general Traverſe. To which Anſwer of the ſaid A. H. your Orator did reply, and the ſaid A. H. rejoyned, and the ſaid Parties being at Iſſue, ſeveral Witneſſes were examined, and Depoſitions taken in the ſaid Cauſe on both ſides and publication paſſed in the ſaid Cauſe, and the ſaid Cauſe being ripe for hearing, and ſtanding in the Paper, the ſame on *Thurſday* the 13 day of *April* in the 25 Year of his now Majeſty's Reign, was heard and debated before your Lordſhip in

this Honourable Court, in the preſence of Coun-
cil learned on both ſides, whereupon, and upon
long debate of the whole matter, your Lordſhip
did think fit and ſo Order and Decree, That the
ſaid then Defendant A. H. ſhould come to an Ac-
count for the Eſtate real and perſonal of your
Orator's ſaid Father, which came to her Hands,
as aforeſaid, before Sir T. E. one of the Maſters
of this Honourable Court, who was to be armed
with a Commiſſion, or direct a Commiſſion into
the Country, if he ſhould ſee cauſe, and in taking
the ſaid Account the ſaid Maſter was to make
unto the ſaid A. H. all juſt and fitting allowances
for getting in and preſerving the Eſtate, or other-
wiſe, and what upon Account to be taken as a-
foreſaid, ſhould appear to be due to your Orator,
your Lordſhip further ordered and decreed, That
the ſaid A. H. ſhould pay the ſame to your Orator.
And your Orator further ſheweth unto your Lord-
ſhip, That the ſaid Maſter, purſuant to the ſaid
Decretal Order, did take and conſider of ſuch
Account in the preſence of Council and Solici-
tors on both ſides, and made ſuch allowances as
by the ſaid Decretal Order was directed, and
made his Report theof. But the ſaid A. H. the
of *March*, 1676. preferred her Petition unto your
Lordſhip, for re-hearing the Cauſe, for that by
the Decretal Order ſhe was to Account for the
whole real and perſonal Eſtate of your Orator's
Father, albeit the Premiſſes in W. were deviſed
to R. the Plaintiff's Brother, and neither he nor
his Executors were made Parties to that Suit, and
thereupon obtained an Order for re-hearing of
the ſaid Cauſe, whereupon the 16 of *May*, 1677.
upon hearing Council on both ſides (inſert the
ordering part of the Order.) And your Orator
further ſheweth unto your Lordſhip, That on the
19 day of *January*, 1677. the ſaid Maſter made
his

his Report, and thereby certified, That in pur-
ſuance of the laſt mentioned Order of the 16 of
May, he had been attended by the Adminiſtratrix
of R. C. and that the ſaid Adminiſtratrix did Re-
leaſe to your Orator all her Widows Intereſt in
the Eſtate of the ſaid R.C. her then late Husband,
deceaſed, and that therefore the ſaid Maſter had
in the preſence of Council, Solicitors and Clerks
in Court of both ſides, proceeded to ſtate and ſet-
le the Account, and thereby reported to be re-
maining due from the ſaid A. H. to your Orator
the Sum of 495 *l.* and 2 *d.* to which Report the
ſaid A. H. filed ſix ſeveral Exceptions, but before
the ſame could be argued, ſhe the ſaid A. H. de-
parted this Life, by means whereof that Suit is
abated, your Orator not having in her life-time,
nor ſince her death, received any part of the ſaid
Sum of 495 *l.* 2 *d.* And your Orator further
ſheweth unto your Lordſhip, That the ſaid A. H.
was in her life-time, and at the time of her death,
ſeized in her Demeſn as of Fee, or of ſome other
good Eſtate of Inheritance, and alſo poſſeſſed of
or otherwiſe intereſſed in the Manor of W. afore-
ſaid, and of and in divers Meſſuages, Lands, Te-
nements and Hereditaments, with their Appur-
tenances in W. aforeſaid, and elſewhere, of the
yearly value of 130 *l.* or thereabouts, and alſo
poſſeſſed of and intereſſed in a perſonal Eſtate of
the value of 1000 *l.* or of ſome other conſidera-
ble value. And your Orator further ſheweth un-
to your Lordſhip, That ſoon after the death of
the ſaid A. H. one T. B. of W. aforeſaid, Clerk,
(who Married E. the Daughter of A. H.) entred
upon, and poſſeſſed himſelf of the Eſtate real and
perſonal of the ſaid A. H. and hath ever ſince
held and enjoyed the ſame, and hath received and
kept the Rents, Iſſues and Profits, and converted
and diſpoſed the ſame to his own uſe, and the

better

better to colour his the ſaid T. B's pretences to the ſaid Eſtate real and perſonal, late of the ſaid A. H. he the ſaid T. B. doth ſometimes pretend and give out in Speeches, That he doth claim and enjoy the ſaid perſonal Eſtate as Executor, and at other times as Adminiſtrator to the ſaid A. H. and that he doth claim and enjoy the ſaid real Eſtate by virtue of ſome deviſe in the ſaid Will and Teſtament of the ſaid A. H. or by virtue of ſome Deed or other Conveyance, good and ſufficient in the Law, whereby he pretends the real Eſtate to be well and duly granted and conveyed unto him the ſaid T. B. and at other times the ſaid T. B. pretends and gives out in Speeches that he doth claim and hold the ſaid real and perſonal Eſtates, or one of them, by virtue of ſome Grant or Deed of Gift, which he pretends to be well and duly executed by the ſaid A. H. and that for good and valuable Conſiderations, and refuſeth to give your Orator any Account of the ſaid Eſtates, real or perſonal of the ſaid A. H. or to pay or ſatisfie to your Orator the ſaid Debt to him from her due, as aforeſaid, and denies that he hath Aſſets in his Hands to pay or diſcharge the ſame, or any part thereof, albeit if any ſuch Will, Deed or Conveyance as is pretended were made, the ſame doth charge the Eſtates real and perſonal of the ſaid A. H. or one of them with the payment and diſcharge of her Debts, and the Eſtate ſo charged is ſufficient to ſatisfie and pay the ſame, and in caſe no ſuch Will, Deed or Conveyance were ever executed, yet the ſaid T. B. hath poſſeſſed himſelf of Aſſets ſufficient to pay your Orator's ſaid Debt or the greateſt part thereof, as Adminiſtrator to the ſaid A. H. or otherwiſe, and yet refuſeth to give your Orator any Account of the ſame, or to pay him his juſt Debt or any part thereof, although by your Orator often in friendly

ndly manner requeſted thereunto. And by
mbination, Confederacy and unlawful Agree-
nt with divers perſons unknown to your Ora-
whoſe Names when they ſhall be diſcovered,
r Orator prays they may be inſerted into this
of Complaint, and that they may be made
ties thereunto, with apt words to charge them,
n conceal from your Orator the ſaid Eſtate real
perſonal of the ſaid A. H. on purpoſe to de-
d your Orator, and hinder him from being
fied his ſaid Debt. All which doings of the
Confederates are contrary to Right, Equity
good Conſcience, and tend to your Orator's
ng and injury. In tender conſideration where-
and foraſmuch as your Orator hath no remedy
nd by the ſtrict Rules of the Common Law of
Realm to compel a diſcovery of each fraudu-
concealment and practices, as aforeſaid,
r Orator's Witneſſes who could have proved
ſame, and the particulars of the ſaid Eſtate
and perſonal, and the values thereof, and
r the Premiſſes, being either dead or in remote
s beyond the Seas unknown to your Orator,
at your Orator will be in danger of loſing
ſaid Monies to him due, as aforeſaid, with-
the aid and aſſiſtance of this Honourable
rt. To the end therefore that the ſaid T. B.
the reſt of the Confederates when made
wn, may upon their Corporal Oaths ſet forth
diſcover the particulars and true values of
ſaid Eſtates real and perſonal of the ſaid A. H.
ch came to the Hands and Poſſeſſion of the
T. B. and what Profits he hath made thereout,
whether he hath not Aſſets out of the ſaid
es ſufficient to pay your Orator the ſaid Mo-
due to him, as aforeſaid, or any, or what
thereof, and true anſwer make to all and
lar the Premiſſes, as fully and effectually to

all

all intents and purpoſes, as if the ſame had be
here again repeated and interrogated. And th
the ſaid T. B. and the reſt of the Confederat
may ſhew cauſe, if they can, why the ſaid b
fore-recited Bill, Anſwers, Depoſitions, Orde
Report, and all other the Proceedings in the ſ
former Suit ſhould not be and ſtand revived, a
in the ſame plight and condition againſt him a
them as the ſame were in againſt the ſaid A
at the time of her deceaſe, and that your Ora
may be righted and relieved in all and ſingul
the Premiſſes, according to Equity and good Co
ſcience: May it pleaſe your Lordſhip, the Pr
miſſes conſidered, to grant unto your Orator o
or more Writ or Writs of *Subpœna* to be direct
to them the ſaid T. B. and the reſt of the Con
derates when made known, thereby commandi
them and every of them at a certain day, a
under a certain pain therein and thereby to
limited, perſonally to be and appear before yo
Lordſhip in this Honourable Court, and furth
to ſtand to and abide ſuch further Order and D
cree therein, as to your Lordſhip ſhall ſeem me
And your Orator ſhall ever pray, *&c.*

Bills for Relief againſt a Statute or Recognizance.

d Chancellor Jeſſeries *Exhibits a Bill againſt* Da-iel Witherly *Eſq; to whom he paid part of the urchaſe-Money for the Barony of* Wem, *and ten-red the reſidue, to compel him to accept the reſidue f the Purchaſe-Money, and vacate the Statute or ecognizance entred into for payment of the reſidue f the Purchaſe-Money.*

To the King's moſtExcellent Majeſty.

HUmbly complaining ſheweth unto your Majeſty, *George* Lord *Jefferies*, Baron of *Wem*, That one *Daniel Witherly* of *Olive* in County of *Salop*, Eſq; pretending to be ſeiz'd Fee-ſimple, or of ſome other good and inde-ible Eſtate of Inheritance, of and in the Ba-y of *Wem*, in the County aforeſaid, with all Rights, Members and Appurtenances, and of Manors and Lordſhips of *Wem* and *Loppington*, of the Advowſon, Donation and Right of ronage of the Church of *Wem*, aforeſaid; In bout the Year, 1684. applied himſelf to your tor ſeveral times, and propoſed to ſell to your tor the Inheritance of the ſaid Barony, Ma-s, Advowſons and Premiſſes thereunto belong-; and uſed many Arguments to induce your tor to treat with him the ſaid *Daniel Witherly*, ching the Purchaſe thereof, which he repre-ted to be worth 12660 *l.* and your Orator ha-g received from Mr. *Witherly* a particular of ſaid Eſtate, and made ſome enquiry touch-the true and real value, and finding the ſame ſhort of what he had repreſented the ſame to your Orator deſired ſome time to inform him-ſelf

Vide Anſwer Title Pleas and Anſwers, Sect. 15.

ſelf of the truth of the particulars, and wher
the ſaid Lands were of that value which they w
rated at in the ſaid particular which your Ora
had received from the ſaid Mr. *Witherly*, in reg
the Premiſſes were about One hundred and tw
ty Miles diſtant from *London*, where your Or
and Mr. *Witherly* treated about the ſame.
the ſaid Mr. *Witherly* being very preſſing and
portunate with your Orator to come to a ſpe
Agreement touching the ſaid Purchaſe, in reg
(as he alledged) he was much in Debt, and
fear of Arreſts and trouble from his Credito
and reſtrained of his Liberty, and that he co
not diſcharge his Debts, but by Monies to
raiſed by ſale of the ſaid Barony, Manors a
Premiſſes, whereupon your Orator was prevail
withal, and accordingly agreed to pay down
the ſaid Mr. *Witherly* the Sum of Seven thouſa
ſix hundred Pounds, in part of the Purcha
Money, and thereupon the ſaid Mr. *Witherly*,
to make to your Orator and his Heirs, a Conv
ance of the ſaid Premiſſes. And in regard y
Orator could not then receive ſatisfaction of
true value of the ſaid Barony, Lands and Pre
ſes: It was agreed, That One thouſand of
ſaid Seven thouſand ſix hundred pounds ſhould
the price of the Advowſon aforeſaid. And it
further agreed, That the ſaid Six thouſand,
hundred pounds, reſidue of the ſaid Seven th
ſand ſix hundred pounds, ſhould go towards
ment of the reſt of the ſaid Purchaſe-Money,
that Twenty Years Purchaſe ſhould be the rate
price as well of the Free-hold, as the Copyho
Rents to be aſcertained by the perſons herein
ter-mentioned, and that the Rate and Price to
paid for the Barony and Manor, and the ca
Fines, Herriots, and other contingent Pro
(except for the Timber in *Cotton-Wood*, and

e Cottages and Lands not Copy-hold, but in
e Poſſeſſion of the ſaid *Whitherly*, or his under
enants, for Years or at Will, ſhould be three
ears value of the Copyhold-Lands, parcel of
e ſaid Manor, or either of them, to be alſo aſ-
rtained by the Perſons hereafter mentioned;
d that the rate and price of the Timber-Trees
Cotton-Wood and the Cottages and Lands not be-
g Copyhold, ſhould be ſo much as by the per-
ns to that purpoſe named ſhould be ſet down
d appointed to be paid, and that your Orator
ould enter into a Statute of Three thouſand
unds for ſecuring the reſidue of the Purchaſe-
oney which the ſaid *Witherly* pretended would
ount to a conſiderable Sum, whereupon by In-
ntures of Leaſe and Releaſe, bearing date on
about the Two and twentieth, and Three and
ventieth days of *December* 1684. made between
niel Witherly of the one part, and your Orator
the name of Sir *George Jefferies* Knight and Ba-
net, Lord Chief Juſtice of *England* of the other
rt, The ſaid *Daniel Witherly* for and in conſide-
ion of the Sum of Seven thouſand ſix hundred
unds, by your Orator then paid to the ſaid
niel Witherly, and by his appointment, and of
farther Sum ſecured to be paid unto the ſaid
itherley, did Grant, Bargain, Sell, Infeoff, Re-
ſe and Confirm unto your Orator and his Heirs,
that the ſaid Barony of *Wem*, and the ſaid
anors or Lordſhips of *Wem* and *Loppington*, with
eir and every of their Rights, Members and
ppurtenances, and the Advowſon, Donation,
e Diſpoſition and Right of Patronage of the
d Church of *Wem*, and all Meſſuages, Cottages,
eadows, Lands, Woods, Under-Woods, Trees,
mmons, Rents, Royalties, Profits and Perqui-
s whatſoever, to the ſay Barony, Lordſhips,
dvowſon and Premiſſes belonging or in any
wiſe

wiſe appertaining, and all Deeds, Court-Rolls, Fines, Counter-parts of Leaſes, Court-Books, Rent-Rolls, Surveys, Eſcripts (and Miniments whatſoever, touching and concerning the ſaid Premiſſes, or any part thereof. To have and to hold unto your Orator and his Heirs and Aſſigns for ever, with Covenants againſt all Incumbrances done by the ſaid *Daniel Witherly*, or any claiming under him (except Eſtates granted by Copy of Court Roll, and the Aſſignment of a Leaſe made by *Henry* late Duke of *Norfolk*, and others) and for further aſſurance, as in and by the ſaid Deeds duly executed, and other Conveyances and Aſſurances ready to be produced more at large appeareth. And your Orator further ſheweth, That by another Indenture bearing date and duly executed on or about the ſame Three and twentieth day of *December*, One thouſand ſix hundred eighty four, made between your Orator of the one part, and the ſaid *Daniel Witherly* of the other part, reciting, That the ſaid Mr. *Witherly* had ſold, and by the ſaid Conveyance of Leaſe and Releaſe conveyed to your Orator and his Heirs, the ſaid Barony, Manors, Advowſon and Premiſſes, and that your Orator had paid and ſatisfied unto the ſaid *Daniel Witherly* and his Order the Sum of Seven thouſand ſix hundred pounds, towards the Purchaſe thereof, and that by reaſon of your Orators and the ſaid *Daniel Witherlys* being at the time remote from the ſaid Barony could not ſatisfie each other in the true and real values and quantities of the Lands and Rents purchaſed, but agreed that One thouſand pounds parcel of the ſaid Seven thouſand ſix hundred pounds, ſhould be and was the price of the ſaid Advowſon, and that Six thouſand and ſix hundred pounds reſidue of the Money paid, ſhould go towards payment of the reſt of the ſaid Purchaſe, and that Twenty Years

Years value ſhould be the rate and price of the Rents, as well the chief Rents payable by the free Tenants, as the Rents of the Copy-Holders of Inheritance of the ſaid Manors or either of them, as they ſhould be aſcertained by the Perſons for that purpoſe hereafter-named, and that the rate and price that ſhould be paid for the ſaid Barony and Manors, and the Caſual Fines, Herriots, Courts, Profits of Courts, and all other the Profits, Benefits, Franchiſes and Priviledges by the ſaid Deed conveyed, (except for the Timber Trees in *Cotton-Wood*, and for the Cottages and Lands not Copyhold, but in poſſeſſion of the ſaid *Daniel Witherly*, or his under Tenants for Years, or at Will) ſhould be three Years value of the Copyhold-Lands, parcels of the ſaid Manors, or either of them, as they were worth in Poſſeſſion, as the ſame ſhould be aſcertained by the perſons hereafter-named, and that the rate and price which ſhould be paid for the Timber Trees, in *Cotton-Wood* and the Cottages and Lands not being Copyhold, but in Poſſeſſion of the ſaid *Daniel Witherly*, or his under Tenants for Years or at Will, by the ſaid Deed granted, ſhould be ſo much as ſhould be by the ſaid Perſons for that purpoſe to be named, be ſet down and appointed to be paid, and alſo reciting that your Orator had named and appointed *Edward Kinaſton* of *Ottley* in the County of *Salop*, Eſq; for him and on his part, and the ſaid *Daniel Witherly* had named *William Adams* of *Wingdon* in the ſaid Couty of *Salop*, Eſq; for him and on his part, to joyn with the ſaid *Edward Kinaſton* upon their viewing, ſurveying and informing themſelves of and in the Premiſſes, to compute and aſcertain what the ſaid Rents, as well the Chief Rents as the Copyhold-Rents were yearly, and what Sum of Money they amounted to at Twenty Years Purchaſe, and what the true

and real Annual value of the ſaid Copyhold were in Poſſeſſion, and what Sum they amounted unto at three Years value computed, and what the ſaid Timber Trees in *Cotton-Wood*, and the ſaid Cottages and Lands not being Copyhold, but in Poſſeſſion of the ſaid *Daniel Witherly*, or his under Tenants, for Years or at will were yearly worth and to ſet down in Writing under their Hands and Seals ſuch their Rates, Priſes and Valuations and the Sums of Money to which they ſhould amount, and deliver to every of the Parties to the ſaid Indenture, or his or their Order, one of the ſaid Writings ſo Sealed and Subſcribed, and alſo reciting that your Orator had entred into a Statute or Recognizance to him the ſaid *Daniel Witherly*, in the penal Sum of Three thouſand pounds; It was by the ſaid Indenture declared That the ſaid Statute and Recognizance was given and entred into upon this Condition, That if the ſaid *Edward Kinaſton* and *William Adams* ſhould and did by ſuch their Writing under their Hands and Seals, value, ſet and appoint the Sum of the Money to be paid by your Orator to be above the ſaid Sum of Six thouſand ſix hundred pounds and your Orator ſhould pay and ſatisfie the ſame unto the ſaid *Daniel Witherly*, at or in the Inner *Temple-Hall*, within a Month after ſuch Writing ſo Sealed and Subſcribed to him or his Order delivered, or if by ſuch their Writing Sealed and Signed, the Valuation and Sum to be paid ſhould be thereby computed to be leſs than Six thouſand ſix hundred pounds, then the ſaid Statute or Recognizance to be void; and the ſaid *Daniel Witherly* Covenanted, That if by ſuch Writing the Valuation and Sum to be paid ſhould be thereby computed to be leſs than Six thouſand ſix hundred pounds, that then he ſhould within a Month after ſuch Writing ſealed and delivered to him,

your Orator ſo much as the valuation or computation ſhould fall ſhort of Six thouſand ſix hundred pounds, as in and by the ſaid Indenture ready to be produced, more at large appeareth. And your Orator further ſheweth, That the ſaid *Edward Kinaſton* and *Williams Admas* being informed of the Contents of the laſt mentioned Indenture, and of the Reference thereby to them directed, for the valuation of the ſaid Premiſſes, they did according to the power to them given, at the requeſt of your Orator and the ſaid *Daniel Whitherly*, view, ſurvey and inform themſelves of and in the Premiſſes, and having ſo done, did on or about the Twentieth day of *January* laſt paſt, make and publiſh their award in Writing under their Hands and Seals, whereby they the ſaid *Edward Kinaſton* and *William Adams* did certifie, That they having viewed, ſurveyed and informed themſelves of and in the Premiſſes, had and did compute and aſcertain the yearly Rents, as well the chief Rents, as the Copyhold Rents, Borough-hold Rents, Borough-hold Herriots, and increaſed Rents, to amount to the Sum of Eighty one pounds four ſhillings and eight pence half-penny, *per Annum*, which at the rate of Twenty Years Purchaſe did amount unto One thouſand ſix hundred twenty four pounds fourteen ſhillings and two pence, and they had and did aſcertain the yearly value of the Demeſn and Cottage Rents to amount to the Sum of Thirty two pounds two ſhillings, for which they did Award, Order and Appoint that your Orator ſhould pay unto the ſaid *Daniel VVitherly*, at the rate of Twelve Years Purchaſe, which amounted unto Three hundred eighty five pounds four ſhillings: And they had and did further comther compute and aſcertain the yearly value of the Copyholds within the Manor of *VVem* to amount to One thouſand three hundred twenty

two pounds four ſhillings, which at three Years Purchaſe for the caſual Fines, Herriots and other Profits did amount to the Sum of Three thouſand nine hundred ſixty ſix pounds twelve ſhillings, and that they had and did compute and aſcertain the yearly value of the Copyholds within the Manor of *Loppington* to amount to the Sum of One hundred ſixty three pounds thirteen ſhillings and four pence, which at the rate of three Years Purchaſe for the Fines, Herriots, and other Profits did amount to the Sum of Four hundred ninety one pounds, and that they had and did compute and aſcertain the value of the Timber in *Cotton-VVood* to amount to the Sum of One hundred ſeventy five pounds, and that the value of the *Turbary* in *VVem-Moſs* amounted to the Sum of Twenty ſhillings *per Annum*, which at Twelve Years Purchaſe came to Twelve pounds; all which Sums amounted in the whole to the Sum of Six thouſand ſix hundred fifty four pounds ten ſhillings and two pence, which being fifty four pounds ten ſhillings and two pence more than had been already paid by your Orator, they the ſaid *Edward Kinaſton* and *VVilliam Adams* did thereby order and appoint your Orator to pay the ſaid Fifty four pounds ten ſhillings and two pence to the ſaid *Daniel VVitherly*, according to the purport and contents of the ſaid Indenture of the Three and twentieth day of *December*, One thouſand ſix hundred eighty four, as in and by the ſaid Award ready to be produced more at large appeareth. And your Orator further ſheweth, That the ſaid Award being ſo made and publiſhed, and one part thereof delivered to the ſaid *Daniel VVitherly* or his Order, and another part thereof unto your Orator, under the Hands and Seals of the ſaid *Edward Kinaſton* and *VVilliam Adams*, your Orator did in performance of the ſaid Award on his part, cauſe the ſaid Fifty four pounds ten

ſhillings

ſhillings and two pence to be tendred to the ſaid *Daniel VVitherly*, within one Month after the publiſhing of the ſaid Award, and did expect that he would have received the ſame, and have delivered up unto your ſaid Orator his ſaid Statute or Recognizance of Three thouſand pounds penalty, and have cauſed the ſame to be vacated on Record, as in Juſtice and Equity he ought to have done. But now ſo it is, may it pleaſe your Lordſhip, That the ſaid *Daniel VVitherly* doth refuſe to accept the ſaid Fifty four pounds ten ſhillings and two pence, or to vacate or deliver up your Orator's ſaid Statute, although often requeſted thereunto, ſometimes pretending that your Orator did not cauſe the ſame to be tendred, as aforeſaid, and other times gives out, that the ſaid Arbitrators proceeded without his direction, and have much undervalued the Premiſſes, and that he will not be concluded by their Award, when as the ſaid *Daniel VVitherly* well knows that the ſaid Fifty four pounds ten ſhillings and two pence was tendred within one Month after the making of the ſaid Award, and that the ſaid Arbitrators did duly proceed in making their Award, and the ſaid *VVilliam Adams* had full Directions and Inſtructions how he was to proceed therein, and duly publiſhed the ſaid Award, and the ſame ought to be performed and executed, which the ſaid *Daniel VVitherly* refuſeth to do, although your Orator hath offered and is ready to perform the ſame on his part, and the ſaid *Daniel VVitherly* threatens to ſet on foot ſome old dormant Incumbrances, wherewith, as he pretends the ſaid Premiſſes are chargeable, but to whom, by whom, or for what conſideration entred into, he refuſeth to diſcover, nor whether the ſame be ſatisfied or not; And the ſaid *Daniel VVitherly* doth conceal and detain from your Orator ſeveral of the Deeds, Court Rolls,

and other Evidences touching the Premiſſes, and refuſeth to deliver the ſame to your Orator, or to deliver up and vacate your Orator's ſaid Statute. All which doings of the ſaid *Daniel VVitherly*, are contrary to Equity and good Conſcience. In tender conſideration whereof, and foraſmuch as your Orator is remedileſs in the Premiſſes by the ſtrict Rules of the Common Laws of this Realm, and the rather for that his Witneſſes who could and ſhould prove the truth of all and ſingular the Premiſſes, are either dead or in places remote and unknown to your Orator, ſo that your Orator is only and properly relievable before your Majeſty in the High Court of *Chancery*, to have his Statute delivered up and vacated. To the end therefore that the ſaid *Daniel VVitherly* may ſet forth and diſcover whether there was not ſuch Indenture made and executed, bearing date the Three and twentieth of *December*, 1684. as herein before is ſet forth, and whether there was not ſuch Agreement made between him and your Orator touching the ſaid Barony, Manors and Premiſſes, as is herein mentioned, and whether the ſaid *Edward Kinaſton* and *William Adams* did make and publiſh ſuch award under their Hands and Seals, as aforeſaid, and whether the ſaid *William Adams* had not Directions and Inſtructions from him how to proceed in the valuation of the ſaid Premiſſes, and whether he hath not one part of the Award delivered to him, ſealed by the ſaid Arbitrators, and when, and whether the Sum of Fifty four pounds ten ſhillings and two pence was not tendred and offered to be paid to him on your Orators behalf, and when; and whether he did refuſe to receive the ſame, and for what reaſon, and why he refuſeth to deliver up and vacate your Orator's ſaid Statute or Recognizance of Three thouſand pounds, and what Incumbrances, and of what nature

nature the said Premisses are lyable to or chargable with, precedent to your Orator's Purchase, and by whom and to whom entred into, and for what Considerations really and *bona fide* paid, and when and where, and whether the same be satisfied, or what is really and *bona fide* due thereon, and to whom, and what Deeds, Writings, Court Rolls, Court Books, Rentals, Terrars, Surveys, or other Evidences, Escripts or Muniments, touching or concerning the said Barony, Manors and Premisses, he or any other in trust or with his privity, consent or knowledge have or hath in his or their Hands, Power, Custody or Possession, or which he can come by if he pleaseth; and that the said *Daniel Witherly* may true and perfect answer make to all and singular the Premisses, as fully and distinctly as if the same were here again repeated and interrogated, and shew cause if he can, why he refuseth to deliver up and vacate the said Statute or Recognizance, and to receive the said Fifty four pounds ten shillings and two pence, and that your Orator may be relieved in the Premisses, according to Equity and good Conscience: May it please your Majesty to grant unto your Orator Process of *Subpæna* issuing forth of your Majesty's High Court of *Chancery*, directed to the said *Daniel Witherly*, thereby commanding him at a certain day and under a certain pain therein to be limited, personally to be and appear in the said High Court of *Chancery*, then and there upon his Corporal Oath, true and perfect Answer to make to all and singular the Premisses, *&c.*

Ambr. Philips.
Anth. Recke.

Bills in the *Exchequer* for Tythes.

To the Right Honourable Henry *Lord* Delamere, *Chancellor and Under-Treasurer of their Majesties Court of* Exchequer *at* Westminster, *Sir* Robert Atkins *Knight of the* Bath, *Lord Chief Baron of the same Court, and to the rest of the Barons there.*

HUmbly complaining sheweth unto your Lordships, your Orator A. B. Rector of the Parish and Parish-Church of D. in the County of *Somerset*, Debtor and Accountant to their Majesties, as by the Records of this Honourable Court may appear, That about six Years since; that is to say, on or about the Month of *May*, in the Year of our Lord God, 1686. your Orator was lawfully instituted and inducted into the Rectory of the said Parish and Parish-Church of D. and that your Orator hath ever since been and remained Rector of the same, and hath carefully and diligently officiated and performed, and still doth officiate and perform the Cure therein in all Points, as by the Laws of this Realm and the Duty of his Function, hath been and is required, in regard whereof, and by force of the said Institution and Induction your Orator became and is justly, rightfully and lawfully intituled unto, and ought to have and receive all the Tythes, as well great as small Offerings and Duties whatsoever arising, renewing or growing, or which since his Institution and Induction, have arisen, been renewed or grown within the said Parish, as belonging to the Rectory thereof, and also every Sum and Sums of Money, thing and things whatsoever, which during the said time hath by any Custom or *Modus* within the said

Parish

Pariſh been payable to your Orator as Rector of the ſame, and as to any former Rector or Rectors of the ſaid Pariſh or Pariſh-Church have heretofore been anſwered or paid the ſame. And your Orator doth further ſhew, That C. the elder, of H. in the ſaid County of S. Gentleman, hath, holdeth and occupieth, and for ſeveral Years laſt paſt, that is to ſay, from the Feaſt of St. *Michael* the Archangel, which was in the Year of our Lord, 1687. unto this preſent time, hath had, held and occupied ſeveral Lands, Cloſes, Paſtures, Meadows, Orchards, Gardens and Yards, lying and being within the ſaid Pariſh and Tythable places of D. for which he the ſaid C. ought to have paid, and ought to pay unto your Orator Tythes in kind yearly and every Year, during all the ſaid Term, amounting unto the yearly value of 6 *l.* and upwards; and particularly the ſaid C. during all the time aforeſaid, hath had, occupied and enjoyed, one Cloſe called the *Stack-Cloſe*, lying in the ſaid Pariſh and Tythable places of D. aforeſaid, containing by eſtimation four Acres and upwards, being of the yearly value of 3 *l.* or thereabouts, during which time the ſaid C. did either make ſeveral Loads of Hay yearly, of the Graſs in that ſaid time yearly growing and renewing upon the ſame, to a very great value, the Tythe or tenth part whereof, had the ſame been duly and truly anſwered unto your Orator as the ſame ought to have been, could not be yearly leſs worth than 10 *s. per Ann.* or thereabouts, of the ſaid C. did otherwiſe feed the ſame with ſeveral Cattel, for which your Orator ought to have been anſwered and paid 2 *s. per* pound, according to the yearly value of the ſaid Cloſe, or have been otherwiſe ſatisfied for the Tythes thereof, during the ſaid Term; and further the ſaid C. during all the ſaid time, hath had, held and occupied within

the

the ſaid Pariſh and Tythable places of the ſame ſeveral Orchards, Gardens and Yards, in which not only Graſs, but Apples, Pears, and ſeveral other Fruit and Tythable things, have yearly grown and been renewed, during the ſaid Term to a conſiderable value, the Tythes whereof yearly payable unto your Orator, during the time amounted not unto leſs than 10 *s. per Ann.* yearly and the ſaid C. hath further had and kept within the ſaid Pariſh yearly, during the ſaid Term, divers Sows which have had Pigs, divers Geeſe, Turkies Ducks, Hens and other Poultry which have laid Egs, the Tythes whereof have been during that time yearly worth three or four ſhillings or more, and ſeveral other things, for which, or the product thereof your Orator ought yearly during the ſaid Term to have had Tythes in kind, or ſome conſideration for the ſame. And your Orator doth further ſhew, That the ſaid C. during the time aforeſaid, hath had, held and occupied ſeveral other Lands and Tenements within the ſaid Pariſh for which time out of mind of Man there is, or ought yearly to be paid unto the Rector of the Pariſh for the time being, one Hen and two pence half-penny in Money, on the Eve of the Feaſt of the Nativity of our Lord, for and in lieu of all Tythes, for the ſaid Lands and Tenements, and in caſe the ſame be not duly then paid, then the Sum of 10 *d.* is to be paid for the ſame, or ſome ſuch like Cuſtom called the *Lorks*, hath been the time out of mind uſed for the ſaid other Lands and Tenements. And your Orator doth further ſhew, That the ſaid C. from the Feaſt of St. Michael the Archangel, which was in the Year of our Lord, 1688. unto the full end and term of one whole Year thence next enſuing, did hold and occupy within the ſaid Pariſh certain other Lands Meadows and Paſtures of the value of 20 *l.*

. or upwards, the Tythe Hay and Herbage
reof, had the ſame been duly anſwered to your
tor, was yearly worth 40 ſhillings to your
tor and upwards. And your Orator doth fur-
ſhew, That the ſaid C. during the time afore-
hath not paid or anſwered to your Orator
Tythes, Offerings, Cuſtoms, Modus, or Du-
whatſoever, for or in lieu thereof, or of any
ſaid Premiſſes, but doth refuſe to do the ſame,
doth endeavour to conceal the ſame from
r Orator, and what Lands he holdeth in the
Pariſh, and what Profits he hath yearly had
nade of the ſame, and what quantity of Graſs
Hay he hath had made or cut, or what Cattel
heep he hath had or fed on or upon the ſaid
miſſes reſpectively, during the ſaid times re-
tively, and what Fruit, Eggs, Poultry, Sows,
or other things Tythable, he hath for the ſaid
ective times aforeſaid, had or kept upon any
of the ſaid Premiſſes, and what Tythes have
due and payable for the ſame unto your Ora-
during the ſaid reſpective time and times. In
ler conſideration whereof, and for that your
tor hath not any Witneſs or Witneſſes where-
n a due courſe of Law to prove the ſaid Pre-
es, and what hath yearly grown, come or been
ewed upon the ſaid Premiſſes, or any part
reof, or what the ſaid Tythes due unto your
Orator did or might yearly amount unto, but
ſame remaineth ſolely in the knowledge of the
C. To the intent therefore that the ſaid C.
upon his Corporal Oath true and diſtinct
wer make to all and ſingular the Premiſſes, as
ne ſame were herein again particularly repea-
and interrogated, and more eſpecially may
orth what Lands and Tenements, Meadows,
ures, Orchards, Gardens or Yards he hath had,
, occpuied or enjoyed within the ſaid Pariſh

or

or Tythable places of D. aforesaid, during
time aforesaid, and of what yearly value, a
what quantities of Grass or Hay he hath, duri
the time aforesaid, or any part thereof cut,
caused to be cut or carried away, and what
the value thereof, and what Tythe was due
the same, or for the Herbage or Feeding of
said Premisses, or for any part thereof, or for
Hens, Eggs, Poultry, Sows, Pigs, or other thi
whatsoever, had, kept, arising, renewing or gro
ing upon the said Premisses, or any part there
or with Offerings or any other Dues, Duties,
Customs or Modus, for and in lieu of Tythes wh
had been at any time paid or ought to be paid
the same, or any part thereof, and when a
where he hath paid the same; And that the
C. may pay and answer unto your Orator all su
Tythes, Customs, Dues, Duties and Modus,
during the respective times and terms, or a
part thereof are due and coming unto your O
tor, and may for the future continue paying
same, as the same shall grow due and payab
And that your Orator may be relieved in all a
singular the Premisses, according to Equity a
good Conscience: May it please your Lordsh
the Premisses considered, to grant unto your O
tor their Majesties most gracious Writ of *Sub*
to be directed to the said J. L. thereby comma
ing him at a certain day and under a certain p
therein to be limited personally to be and
pear before your Lordships in this Honourab
Court, then and there to Answer all and sing
the Premisses, and further to stand to and a
such Order, Direction and Decree in the Pre
ses, as to your Lordships shall seem meet: A
your Orator shall ever pray, *&c.*

†

Ord

Orders in *Chancery.*

les and Orders in the Court of Chancery, *made from time to time, for Regulating the Practice therein, by the Lords Chancellors of* England, *or the Lords Keepers, or Lords Commissioners for the Custody of the Great Seal of* England, *for the time being, by and with the Advice and Assistance, from time to time, of the then several Masters of the Rolls, for the time being of the said Court.*

CAP. I.

Of the Process Issuing out of this Court.

1. THAT every Plaintiff may take out a *Subpœna* to answer before the filing of his Bill, if he thinks notwithstanding any Order or Custom to the trary. Lord *Clarendon's* Orders pag. 8.

2. That every *Subpœna* (of what nature or kind ver) shall be served personally, or left at the fendant's Dwelling-house or place of Resince, with one of that Family. *Idem.* p. 9.

3. No Clerk of this Court shall Issue out any achment for not appearing, but upon Affidafirst made positive and certain of the day and ce of such service of the *Subpœna*, and the time the Return thereof, whereby it shall appear t such Service was made, if in *London*, or hin twenty Miles thereof, four Days at the least,

leaſt, excluding the Day of ſuch Service; and
above twenty Miles, then to have been eig
Days before ſuch Attachment entred; and th
ſuch Attachment ſhall not be diſcharged, but
on payment of uſual Coſts, and ſo the ſucceedi
Coſts to be double. *Idem ibid.* p. 10.

43. Every *Subpœna* to anſwer ſhall be ſerved pe
ſonally, or left at the Defendant's Dwelling-hou
or place of Reſidence, with one of that Famil
and no Clerk of this Court ſhall Iſſue any Attac
ment for not appearing, but an Affidavit f
made, poſitive and certain, of the day and pla
of ſuch ſervice of the *Subpœna*, and the time
the Return thereof, whereby it ſhall appear, th
ſuch Service was made (if in *London*, or with
twenty Miles, four Days at the leaſt, excludi
the Day of ſuch Service; and if above twen
Miles, then to have been (eight day before ſu
Attachment entred; and that ſuch Attachme
ſhall not be diſcharged but on payment of twen
Shillings Coſts, if the ſervice be perſonal, a
ten Shillings if otherwiſe; and ſo the ſucceedi
Proceſs to be double. Orders made by *White*
and *Noble* Commiſſioners. *Anno* 1649. p. 39.

44. Every *Subpœna* to make a better Anſwe
ſhall alſo contain a Clauſe for Payment of t
Coſts ordinary in that behalf, and the Suitor n
be put to take out ſeveral Writs, nor proſecu
ſeveral Contempts as in that Caſe hath been uſe
and if upon the Service of ſuch *Subpœna* the Co
be not paid, the Anſwer of ſuch Defendant ſh
not be received or filed, unleſs the ſaid Coſts
alſo delivered and paid to the Plaintiff's Cle
together with the ſaid Anſwer, but Proceſs
Contempt ſhall Iſſue in that Caſe, as for want
an Anſwer at the Return of the ſaid *Subpœ*
Idem p. 40.

† 5.

5. A *Subpœna ducens tecum* (when the Defendant confeſſeth in his Anſwer, the having of any Writings material to be examined upon, or confeſt to belong to the Plaintiff) may be taken out by the Plaintiff of courſe without Motion, for the Defendant to bring them into Court, or ſhew Cauſe, *&c.*

But if the Defendant either confeſs not the having them in his Hands, or makes his Title by them, or to them by his Anſwer, he ſhall be excuſed from any Contempt, although he neither bring them into Court, nor ſhew Cauſe.

And if the Plaintiff ſhall notwithſtanding proſecute a Contempt in that behalf (and the Caſe upon the Defendant's Anſwer appear to be ſuch) he ſhall be thereof diſcharged and have his Coſts. *Iidem* p. 41, 42.

6. The *Subpœna ad Audiendum Judicium*, ſhall be ſerved either on the Perſon of the Defendant, or left at his Dwelling-houſe where his Family then Reſides: Or in caſe Oath be made that he cannot be found to be ſerved perſonally, and that he hath no certain Dwelling, or is beyond the Seas, the Court will order the leaving of a *Subpœna* with his Attorney in this Court to be a ſufficient Service. *Iidem* p. 42.

7. All Proceſs of Contempt ſhall be made out into the County, where the Party proſecuted is Reſident, unleſs he ſhall be then in or about *London*; in which caſe it may be made into the County where the Party then is.

And if any Perſon ſhall be taken upon Proceſs otherwiſe or irregularly iſſued, the Party ſo taken firſt appearing unto, and ſatisfying the Proceſs which did regularly Iſſue againſt him, ſhall be diſcharged of his Contempt, and have his full Coſts to be taxed of courſe by the ſix Clerks, not towards the Cauſe, for ſuch undue or irregular Proſe-

Proſecution, from the time that the Error firſt grew without Motion or other Order. *Idem ibid.* 43.

8. Every Suitor who proſecuteth a Contempt ſhall do his beſt endeavour to procure each ſeveral Proceſs to be duly ſerved and executed upon the Party proſecuted, and his wilful default thereof appearing to the Court, ſuch Perſon offending ſhall pay unto the Party good Coſts, and loſe the benefit of the Proceſs returned without ſuch endeavour. *Iidem ibid.* p. 44. *Clarend. Ord.* p. 58.

9. That all Attachments in Proceſs ſhall be diſcharged upon the Defendant's Payment or Tender to the Plaintiff's Clerk, and refuſal of the ordinary Coſts of the Court, and filing his Plea, Anſwer or Demurrer (as the Caſe regularly requires) without any Motion in Court in that behalf.

And if after ſuch Conformity and Payment of the Coſts (or Tender and Refuſal thereof) any further Proſecution ſhall be had of the ſaid Contempt, the Party proſecuted ſhall be diſcharged with his Coſts. *Iidem ibid. Clarend. Ord.* p. 59.

CAP. II.

Of Contempts.

1. WHere a Contempt is proſecuted against any Man, he ſhall not be put to move the Court as formerly hath been uſed, either for Interrogatories to be exhibited, or for Reference of his Examinations, and diſcharge being examined.

But where any Perſon ſhall be brought in by Proceſs, or ſhall appear *gratis* to be examined upon

upon a Contempt, he ſhall give notice of ſuch his Appearance to the Attorney or Clerk of the other ſide.

And if within eight Days after ſuch Appearance, and Notice given, Interrogatories ſhall not be exhibited whereon to examine him, or if being examined, no Reference ſhall be procured of his Examination, nor Commiſſion taken out on the other ſide, nor Witneſſes examined in Court to prove the Contempt within one Month after ſuch Examination, then the Party ſo examined ſhall be diſcharged of his Contempt without further Motion, and may attend any one of the Maſters of the Court for the taxing of his Coſts, which the Maſter is to Tax without further Order, and that Taxation being entred in the Regiſter, the Party may proceed for the ſame Courſe, as in like caſes of Coſts taxed. Commiſſioners Orders made 1649. p. 72,73.

2. If after Appearance and Interrogatories exhibited, as aforeſaid, the Party appearing ſhall depart before he be examined (without leave of the Court) he is upon Motion and Certificate from the Regiſter, and of ſuch his departing, and not being examined, of the Interrogatories exhibited from the Examiner, to ſtand committed without further Day given unto him, and is not to be diſcharged from ſuch his Contempt until he hath been examined and been cleared of his Contempt.

And if he ſhall upon his Examinations, or by Proofs be found in Contempt, he ſhall clear ſuch his Contempt and pay the Proſecutor his Coſts, before he be diſcharged of his Impriſonment.

And although he be cleared of his ſaid Contempt, yet he ſhall have no Coſts, in reſpect of his diſobedience in not being examined without

the Profecutors trouble and charges in moving the Court, as aforeſaid. *Iidem ibid.* p. 74. *Clar. Ord.* p. 60.

3. In caſe of Profecution of a Contempt for breach of an Order of the Court, or otherwiſe grounded upon an Affidavit, the Interrogatories ſhall not be extended to any other Matter than what is comprehended in the ſaid Affidavit or Order.

And if any other ſhall be exhibited, the Party examined may for that reaſon Demur unto them, or refuſe to Anſwer them. *Iidem ibid.* 75. *Clarend. Ord.* 61

4. Where the Party profecuted upon a Contempt hath denied it, or the ſame doth not clearly appear by his Examinations, the Profecutor may take out a Commiſſion of courſe to prove the Contempt.

And in ſuch caſe the Party profecuted may name on Commiſſioner to be preſent at the Execution of the Commiſſion, and may henceforth (notwithſtanding the former uſage to the contrary) croſs Examine the Witneſſes produced againſt him, to prove the Contempt.

But he is not to Examine any Witneſſes on his part, unleſs he ſhall ſatisfie the Court, touching ſome Matter of Fact neceſſary to be proved for clearing the Truth.

In which caſe the Court if there be cauſe, will give leave to him to Examine Witneſſes to ſuch particular Points ſet down, and the other ſide may croſs Examine ſuch Witneſſes.

But the Interrogatories on both ſides are to be included in the Commiſſion. *Iidem ibid.* 76. *Clar. Ord.* 62.

5. Where

5. Where a Contempt is profecuted againſt one ho by reaſon of Age, Sickneſs, or other cauſe not able to Travel; or in caſe the ſame be a-inſt many Perſons, who are Servants or Work-en, and live far off: The Court will upon Mo-n and Affidavit thereof, grant a Commiſſion Examine them in the Country.

Which Commiſſion ſhall be ſued out, and exe-ted at the charge of the Perſon or Perſons deſi-g it, directed to ſuch indifferent Commiſſion-as the Profecutor of the Contempt ſhall name in other Caſes) and one Commiſſioner only the nomination of the Party profecuted, as reſaid.

Which Commiſſion ſhall be executed at ſuch venient time and place, as the ſix Clerks, not wards the Cauſe, upon hearing the Clerks on h ſides ſhall ſet down. *Iidem ibid.* 77. *Clarend.* 2 87.

6. Upon Examination, or Proof of a Con-pt, referred to any of the Maſters of the Court, certifie whether the Contempt be confeſſed or ved or not: The Maſter in his Certificate eof made to the Court, ſhall likewiſe Aſſeſs Certifie the Coſts to either Party as there be Cauſe, without other Order or Motion e for that purpoſe. *Iidem* 78. *Clarendon* 65.

Vide Plus de Contempt antea in Titulo Pro-

CAP. III.

Of Commitment by the Court for Misdemeanors.

1. THE Court being tender of the liberty o Mens Persons, and to avoid their impri sonment upon malicious Affidavits, which are of ten made by some mean and ignorant Person, and which hath heretofore by the course of the Cou drawn on a Commitment, doth Order:

That, from henceforth, where Oath shall b made of Misdemeanor in beating or abusing th Party upon serving the Process, or Orders of t Court, the Party offending shall stand commit upon Motion, and no Examination is in that c to be admitted. *Iidem ibid.* 79. *Clarend. Ord.* p. 6

2. And when Affidavit shall be made by Persons of Scandalous or Contemptuous Wo against the Court, or the Process thereof, Party offending shall likewise stand commi upon Motion, without any further Examinat

And a single Affidavit shall in such case be ficient to ground an Attachment, whereu such Person shall be brought in to be examine

And if the Misdemeanor shall be confessed proved against him, he shall stand committed til he satisfie the Court touching his said Mi meanor, and pay the Prosecutor his Costs.

And if he shall not be thereof found Gui save by the Oath of the Party who made Affidavit, he shall be discharged, but without Costs, in respect of the Oath made against h as aforesaid: *Iidem ibid.* 80. *Clarend. Ord.* p. 66.

3. That no Order whatsoever, except Dec or Final Orders upon hearing, be received entred after the space of eight Days, to be kon'd from the day of the Order pronoun exclusive.

And if the Party on whose behalf the Motion is made, do not prosecute the drawing up of the Order within four Days; the Register is to do the same according to his Notes, at the instance of the adverse Party. *Iidem ibid.*

CAP. IV.

Of Pleadings.

1. THAT no Councellor do put his Hand to any Bill, Answer or other Pleading, unless it be drawn, or at least perused by himself in the Paper-draught, before it be engrossed (which they shall do well for their own discharge to Sign also after perusal.)

And Council are to take care that the same be not stuft with Repetitions of Deeds, Writings or Records *in hæc verba*: But the effect and substance of so much of them only, as is pertinent and material to be set down, and that in brief Terms, without long and needless Traverses of Points not Traversable, Tautologies, Multiplication of Words, or other Impertinences, occasioning needless Prolixity; To the end, the ancient Brevity and Succinctness in Bills, and other Pleadings may be restored and observed.

Much less may Council insert therein any Matter meerly Criminous or Scandalous, under the penalty of good Costs to be laid on such Council, and paid to the Party grieved, before such Council be heard in Court. *Per Ord. de Commissionar'* 1649. p. 5, 6. *Clarend. Ord.* p. 5, 6, 7.

2. That all Bills be dated the same day they are brought into the six Clerks Office, and that no six Clerk presume to antedate any Bill, and that no

Under-Clerk presume to keep any Bill by him, but with the first opportunity deliver the same to the Six Clerk, or his allowed Deputy, in his absence, to be accordingly filed.

3. No Bill, Answer or other Pleading shall be said to be of Record, or to be of any effect in Court, until the same be filed with such of the Six Clerks with whom it ought properly to remain. *Clarend. Ord.* p. 7, 8.

CAP. V.

Of Pleas and Demurrers.

1. Forasmuch as the Defendant being served with Process to Answer, may by advice of Council, upon sight of the Bill only, be enabled to Demur thereunto, if there be Cause: Or may, by like advice be enabled to put in any just Plea, which he hath in disability of the Person of the Plaintiff, or to the Jurisdiction of the Court.

It is therefore order'd,

That such Demurrer, or such Plea in Disability, or to the Jurisdiction of the Court, under the Hand of Council learned, shall be received and filed, although the Defendant do not deliver the same in Person, or by Commission.

And therefore, if the Defendant shall pray a Commission, and thereby return a Demurrer only, or only such Plea which shall be afterwards overruled, the Defendant shall pay five Marks Costs.

And although it be allowed, the Defendant shall have no Costs in respect of the Plaintiff's needless trouble, occasioned by such Commission. *Per Ord. de Commissionar'* 1649. p. 7, 8. *Clarend. Ord.* p. 10, 11, 12.

2. No

2. No Demurrer ſhall be ſaid to be received, or to be of effect in Court, until the ſame be filed to the Bill in the Cuſtody of the Six Clerk, being the Plaintiffs Attorney. *Iidem Commiſſionar'* p. 8.

3. Every Demurrer ſhall expreſs the ſeveral Cauſes of Demurrer, and ſhall be determined in open Court.

And ſuch Pleas alſo as are grounded upon the ſubſtance and body of the Matter, or extend to the Juriſdiction of the Court, ſhall be determined in open Court.

And for that purpoſe the Defendant is to enter the ſame with the Regiſter, within eight Days after the filing thereof.

Or in default of ſuch entry made, the ſame ſhall be diſallowed of courſe, as put in for delay.

And the Plaintiff may then take out Proceſs to enforce the Defendant to make a better Anſwer, and pay Forty ſhillings coſts.

And the ſame ſhall not afterwards be admitted to be ſet down or debated, unleſs (upon ſpecial reaſon ſhewed to the Court, before ſuch Proceſs to make better Anſwer be taken out) it ſhall be otherwiſe ordered by the Court.

And if any cauſe of Demurrer ſhall ariſe, and be inſiſted on at the debate of the Demurrer, (more than is particularly alledged) yet the Defendant ſhall pay the ordinary coſts of over-ruling a Demurrer (which is hereby ordered to be five Marks) if thoſe cauſes which are particularly alledged be diſallowed, although the Bill in reſpect of that particular ſo newly alledged, ſhall be diſmiſſed by the Court. *Iidem Commiſſionar'* p. 9, 10. *Clarend. Ord.* p. 12, 13, 14.

4. A Plea of Outlary, if it be any Suit for that Duty, touching which relief is ſought by the Bill, is inſufficient according to the Rule of Law, and ſhall be diſallowed of courſe, as put in for delay,

and the Plaintiff may (notwithſtanding ſuch Plea) take out Proceſs to enforce the Defendant to make a better Anſwer, and pay five Marks coſts.

Otherwiſe, a Plea of Outlary is always a good Plea, ſo long as the Outlary remaineth in force, and therefore the Defendant ſhall not be put to ſet it down with the Regiſter.

And after the ſaid Outlary reverſed, the Defendant upon a new *Subpœna* ſerved upon him, and payment unto him of Twenty ſhillings coſts, ſhall anſwer the ſame Bill as if ſuch Outlary had not been.

But if the Plaintiff conceive ſuch Plea of Outlary through miſpleading, or otherwiſe to be inſufficient, he may upon notice given to the Clerk on the other ſide, ſet it down with the Regiſter, to be debated with the reſt of the Pleas and Demurrers of courſe.

But if the Plaintiff ſhall not in ſuch caſe enter it with the Regiſter, within eight Days after the ſame ſhall be filed, the Defendant may take out Proceſs againſt the Plaintiff for his ordinary coſts of five Marks, as if the ſame had been heard *Iidem Commiſſionar'* p. 10, 11, 12. *Clarend. Ord.* p. 14, 15, 16, 17.

5. The dependancy of a former Suit, for the ſame matter is alſo a good Plea, and therefore the Defendant ſhall not be put to ſet it down with the Regiſter.

But, if the Plaintiff be not ſatisfied therewith, the ſame ſhall be referred to one of the Maſters of the Court to certifie the truth thereof.

And, if it ſhall be determined againſt the Plaintiff, he ſhall pay to the Defendant five pounds coſts.

But ſuch reference ſhall be procured by the Plaintiff, and a report thereupon within one Month after the filing of ſuch Plea; otherwiſe the

e Bill to ſtand diſmiſſed of courſe, with the dinary coſts of ſeven Nobles. *Iidem Commiſſi-r'* p. 12, 13. *Clarendon Ord.* p. 17, 18.

6. If after a Suit commenced at the Common w, or any other inferiour Court, a Bill ſhall be hibited in this Court to be relieved for the ſame latter, the dependancy of the former Suit ſhall be mitted as a good Plea, and the Defendant not be t to Motions for an Election or Diſmiſſion: And at Plea ſhall be proceeded in, as in caſe of a for-er Suit depending in this Court, for the ſame latter. *Iidem Commiſſionar'* p. 12, 13. *Clarendon rd.* p. 18, 19.

7. If the Demurrer be grounded only upon me Error, Slip or Miſtake in the Bill, the Plain-iff without Motion ſhall be permitted of courſe to mend the ſame, paying to the Defendant or his ttorney to his uſe Twenty ſhillings coſts.

But if the Plaintiff ſhall not within eight Days, ter ſuch Demurrer, put in, amend or alter it, nd pay the coſts, then the Demurrer ſhall ſtand be determined in Court, and if the ſame be led againſt the Plaintiff, he ſhall pay the ordi-ary coſts for over-ruling a Demurrer. *Iidem Com-iſſionar'* p. 14.

8. If the Plaintiff or his Attorney in Court, all, within eight Days after a Demurrer filed, ive notice to the Defendant or his Attorney in Court, under either of their Hands, that the laintiff doth admit the Demurrer to be good, and all pay the Defendant's Attorney or his Clerk n Court Forty ſhillings coſts; then the Defen-ant ſhall not need to attend his Demurrer: But he Bill ſhall ſtand diſmiſt of courſe without Mo-ion, unleſs the Parties or their Attorneys on both ides ſhall agree to an amendment of the ſame; ut ſuch diſmiſſion is to be no Bar to a new Bill o be exhibited by the Plaintiff. *Iidem Commiſſionar' id.* p. 15.

9. After

9. After a contempt duly profecuted to an Attachment, with Proclamation returned, no Commiſſion to anſwer ſhall be made, nor no Plea or Demurrer admitted, but upon Motion in Court, and Affidavit made of the Parties inability to Travel, or other good matter to ſatisfie the Court touching that delay. *Clarend. Ord.* p. 19. *Commiſſioners Ord. de* 1649. p. 45.

CAP. VI.

Of Anſwers.

1. AFter a Commiſſion once obtained to anſwer, no ſecond Commiſſion ſhall be granted, without ſpecial Order of Court, upon good reaſon ſhewed to induce the ſame, or the Plaintiffs own aſſent. *Clarend. Ord.* p. 20. *Commiſſioners' Ord. de* 1649. p. 46.

2. An Anſwer to a matter charged as the Defendant's own Fact, muſt regularly be without ſaying, To his remembrance or as he believeth, if it be laid to be done within ſeven Years before, unleſs the Court upon exception taken ſhall find ſpecial cauſe to diſpenſe with ſo poſitive an Anſwer.

And if the Defendant deny the Fact, he muſt Traverſe or deny it (as the cauſe requires) directly, and not by way of *Negative pregnant.*

As if he be charged with the Receipt of a ſum of Money, he muſt Deny or Traverſe that he hath not received that Sum or any part thereof, or elſe ſet forth what part he hath received.

And if a Fact be laid to be done with divers Circumſtances, the Defendant muſt not Deny or Traverſe it literally as it is laid in the Bill, but

muſt

must answer the point of substance positively and certainly. *Iidem Commissionar'* p. 15, 16. *Clarend. Ord.* p. 20, 21, 22.

3. When the Defendant hath answered, the Plaintiff is to be well advised upon the Answer.

And if he shall find that upon the Answer alone, without further Proof, there be sufficient ground for a final Order or Decree, the Plaintiff may procure his Attorney to present the same in course, to be set down to be heard upon Bill and Answer, without further lengthning of the Cause.

But in case the Court shall not find grounds to make a Decree or Final Order thereupon, the Bill shall be dismissed with Costs, or the Plaintiff admitted to reply if he desire it, first paying down Five pounds costs to the Defendant or his Clerk, which if he shall not do in four Days after such hearing, then the Dismission to stand, and the conclusion of the Order upon hearing is to be penned by the Register accordingly, That the said Bill stand dismissed without any further Order or Direction, and then such Dismission shall be a good Plea in Bar of any New Bill for the same Matter. *Iidem Commissionar'* p. 17, 18.

4. When the Defendants have answered, the Plaintiffs and their Council are seriously to advise of the Answers, and if they find that upon the Answer alone, without further Proof, there be sufficient ground for a Final Order or Decree, to proceed upon the Answer without further lengthing of the cause.

Or, if it be needful to prove one, or a few particular Points, to Reply unto those Points, and not to draw into Pleading or Proofs any more than those necessary Points, thereby making long Books, and putting both sides to unnecessary charges, the defaulters herein to be punished by

paying

paying the charge of the Copies, or otherwise as the Cauſe ſhall require. *Clarend. Ord.* p. 22, 23.

4. If a hearing be prayed upon a Bill and Anſwer, the Anſwer muſt be admitted to be true in all Points, and no other Evidence to be admitted unleſs it be Matter of Record, to which the Anſwer refers, and is provable by the Record.

The Plaintiff is therefore to be well adviſed therein, that the Court be not put to an unneceſſary trouble, and himſelf to a certain charge in bringing his Cauſe to hearing, which will not beat a Decree. *Iidem Commiſſionar'* p. 18. *Clarend. Ord.* p. 23, 24.

5. When as the Defendant hath put in his Anſwer, if the Plaintiff hath Proofs for the Matters denied, he is not to inſiſt upon the inſufficiency of the Anſwer, if the ſame be good to a common intent, but proceed to Replication and Proof to avoid charge and expence of time in cavilling with anſwers. *Iidem Commiſſionar'* p. 19.

6. If Exceptions be put in to an Anſwer after the Term, the Defendant ſhall not be compelled to ſtay in Town, to attend the Plaintiff's Exceptions, but ſhall have time to Anſwer until the fourth day of the next Term, unleſs the Court ſhall find ſpecial cauſe to haſten it, and ſhall ſet order in open Court. *Iidem Commiſſionar'* p. *ibid.*

7. When a Plaintiff excepteth to a Defendant's Anſwer, he ſhall ſet down his Exceptions in Writing, and the ſame Term the Anſwer is filed, or within eight Days after that Term, deliver the ſame Exceptions to the Council whoſe Hand is to the Anſwer, or to the Defendant's Attorney in Court; and if the Defendant ſhall within the times before limited reſpectively ſatisfie the Plaintiff of the invalidity of thoſe Exceptions, or put in a perfect or better Anſwer, and pay Twenty ſhillings

shillings costs, then the Plaintiff may reply thereunto.

But if the Defendant shall fail to do the same, or put in a second insufficient Answer, then the Plaintiff may get the said Answer or Answers referred; and if the same shall be ruled insufficient, the Defendant shall pay Forty shillings costs; and in case the Plaintiff shall procure a reference of the Answer, and the same be ruled good, the Plaintiff shall pay the Defendant Forty shillings costs. *Idem Commissionar.* p. 19, 20, 21. *Orend. Ord.* p. 24, 25, 26, 27.

8. If the first Answer be certified insufficient, as aforesaid, the Defendant shall pay Forty shillings costs, if the Answer were put in person.

But if the same came in by Commission, the Defendant shall pay Fifty shillings costs.

No new Commission shall be awarded for taking any second Answer, unless it be by Order made in Court, and Affidavit made of the Parties inability to Travel, or other good matter to satisfie the Court touching that delay, and first paying the costs of such insufficient Answer, or by the Plaintiffs own assent for the expediting of his cause.

If the second Answer be reported insufficient unto any of the Points formerly certified (which are only to be insisted upon without any new Exceptions) the Defendant shall pay Three pounds costs; and upon the third Answer Four pounds costs; and upon a fourth Answer certified insufficient, he shall pay Five pounds costs, and be examined upon Interrogatories to be Points reported insufficient, and shall be committed till he hath perfectly answered those Interrogatories, and paid the costs, in respect of the great vexation and delay which in such case will happen

pen to the Plaintiff. *Iidem Commissionar'* p. 21, 22. *Clarend. Ord.* p. 27, 28, 29.

9. If upon perusal of the Answer the Plaintiff shall find it will be necessary to make proof of one or two particulars, then the Plaintiff is to reply to those particulars only, and not draw into Pleadings and Proofs any more than the Points necessary to be proved.

And in case upon the hearing it shall appear, That the Plaintiff might have had as full relief on Bill and Answer, the Plaintiff shall not only go without costs, but shall pay the Defendant good costs, to be assessed by the Court, albeit he be relieved upon the merit of his Cause, in respect of the Defendant's needless vexation. *Iidem Commissionar'* p. 22, 23.

10. If a Bill be regularly and justly dismist of course, or by Order for want of Prosecution, no Motion shall be admitted for the retainer thereof, without a Certificate from the Defendant's Attorney in Court, that the costs of dismission are paid, to the end unnecessary charge to the Parties, by several Motions for one and the same matter, may henceforth be avoided. *Iidem Commissionar'* p. 23, 24. *Clarend. Ord.* p. 71.

CAP.

CAP. VII.

Of Examination of Witneſſes.

IN caſe the Parties proceed to examine Witneſſes, the Interrogatories are to be penned n care, that the ſame be pertinent, and only the Points neceſſary to be examined unto. And the Witneſſes are to be ſorted and examinon thoſe Interrogatories only, that their Teſtiny doth extend unto, without the needleſs Inrogatories of Matters unneceſſary and immaial, aſwel to avoid the charge of both Parties, aintiffs and Defendants, in ſuperfluous Examitions, as that apt Interrogatories (which are life of the cauſe) may be exhibited. *Iidem miſſionar'* p. 24.

2. The Examiners (in whom the Court repoſeth ch confidence) are themſelves in perſon to be igent in Examination of Witneſſes, and not inſt the ſame to mean and inferiour Clerks; and to take care to hold the Witneſſes to the Points errogated, and not to run into Extravagancies Matters not pertinent to the Queſtion, thereby waſting Paper for their own profit, of which Court will expect a ſtrict Account. *Iidem Commonar'* p. 25. *Clarend. Ord.* p. 38.

3. The Examiners are to take care, that they ploy under them in their Office none but Perns of known Integrity and Ability, who ſhall e an Oath not to deliver, or make known diſtly or indirectly to the adverſe Party, or any er ſave the Deponent who comes to be exaned, any of the Interrogatories delivered to examined upon, any Examination by him en or remaining in the Examiners Office, or

Extract

Extract Copy or Breviate thereof, before Pu
lication be thereof paſſed, and Copies there
taken.

And if any ſuch Deputy, Clerk or Perſon
employ'd, ſhall be found faulty in the Premiſſ
he ſhall be expulſed the Office, and the Exami
who ſo employ'd him, ſhall be alſo anſwerable
Court for ſuch Miſdemeanor, and to the Pa
grieved for his Coſts and Damages ſuſtained the
by.

And ſuch Sollicitor, or other Perſon, who ſh
be diſcovered to have had a hand therein, ſh
be liable to ſuch cenſure for the Offence, as
Court ſhall find juſt to inflict upon him. *Ld.*
Commiſſionar' 25, 26, 27. *Clarend. Ord.* p. 39.

4. No Witneſs ſhall be examined in Court,
the Examiner without the privity of the adve
Party, or of his Attorney, or his Attorne
Clerk, who deals for the adverſe Party, to wh
the Perſon to be examined ſhall be ſhewn,
a Note of his Name and Place of Dwelling d
vered in Writing, by ſuch as ſhall produce h
and the Examiner is to take care and be well
tiſhed that ſuch Notice be given, and then ſh
add to the Title of the Witneſſes Examinati
the time of ſuch notice given, and the Name
the Perſon to whom it is given, and by wh
that at the hearing of the Cauſe the Suitor
not delay'd upon pretence of want of not
Iidem Commiſſionar' p. 27. *Clarend. Ord.* p. 31.

5. For prevention of Perjury and other Miſch
often appearing to the Court, the Examiner
Examine the Deponent to the Interrogatories
rected *ſeriatim*, and not to permit him to
over, or hear read any other of the Interrog
ries, until that in hand be fully finiſhed, m
leſs is he to ſuffer the Deponent to have the
terrogatories, and pen his own Depoſitions,

to depart after he hath heard an Interrogatory read over, until he hath perfected his Examination thereunto: And if any Witneſs ſhall refuſe ſo to conform himſelf, the Examiner is therof to give notice to the Attorney, or Clerk of the other ſide, and to proceed no further in his Examination, without the conſent of the ſaid Attorney or Clerk, or Order made in Court to warrant his ſo doing. *Iidem Commiſſionar'* p. 28. *Clarend. Ord.* p. 36.

6. In examining of Witneſſes the Examiner ſhall not uſe any idle Repetitions, or needleſs Circumſtances, nor ſet down any Anſwer to the Queſtions to which the Examinant cannot depoſe, other than thus, *To ſuch an Interrogatory this Examinant cannot depoſe.*

And in caſe ſuch Impertinences be obſerved by the Court, the Examiner is to recompence the charge thereof to the Party grieved, as the Court ſhall Award. *Iidem Commiſſionar'* p. 29. *Clarend. Ord.* p. 41.

7. The Examiner ſhall not Examine any Witneſs, to invalid the Credit of any other Witneſs, but by ſpecial Order of the Court, which is ſparingly to be granted, and upon Exceptions firſt put into Writing and filed with the Examiner without Fee, and notice thereof given to the adverſe Party, or his Clerk together with a true Copy of the ſaid Exceptions at the charge of the Party ſo examining. *Iidem Commiſſionar'* p. 30. *Clarend.* p. 37.

8. From henceforth the Fee taken by the Examiner, upon the producing of a Witneſs to be examined by him, ſhall be deducted to the Party, Plaintiff or Defendant, who paid the ſame when the Copies of ſuch Witneſſes Depoſitions are taken out by him, and ſuch Exhibits whereupon any Witneſs is examined, ſhall be always endorſed

and certified by the Examiner, at the ſame time the Witneſs is thereupon examined, and his Examination perfected and ſubſcribed. *Idem Commiſſionar'* p. 30, 31.

9. When Witneſſes are examined in Court upon a Schedule of Interrogatories, there ſhall be no new Interrogatories put in to examine the ſame Witneſſes, nor ſhall any Witneſſes be examined in Court after the day of Publication, though they were Sworn before; ſo as a Copy of the Rule or Order whereby Publication paſſed, be delivered to the Examiner that he may take notice thereof. *Iidem Commiſſionar'* p. 31. *Clarend. Ord.* p. 33.

10. If the Defendant being ſerved with a *Subpœna* to Rejoyn and Joyn in Commiſſion, ſhall not upon requeſt by the Plaintiff's Clerk made to the Defendant's Clerk deliver Commiſſioners Names by the end of that Term, wherein the *Subpœna ad Rejungend.* is returnable, the Plaintiff may without Motion or Petition take the Commiſſion *ex parte*. *Iidem Commiſſionar'* p. 32.

11. The Plaintiff ought regularly to have the carriage of the Commiſſion for Examination of Witneſſes, as often as any is ſued forth; but if through the default of him or his Commiſſioners the ſame be not executed, he ſhall pay unto the Defendant ſuch reaſonable coſts, as the Defendant ſhall by Oath make appear he was put unto by ſuch Failer, and ſhall renew the Commiſſion at his own charge, but the other ſide ſhall have the carriage of ſuch new Commiſſion.

And the like ſhall be done to the Plaintiff where the Defendant for juſt reaſon hath obtained the carriage of the Commiſſion.

And if through any Error of the Clerk in making out the ſaid Commiſſion, or miſnaming the Commiſſioners or Parties or the like, the Exe-

tio

ion of a Commiſſion ſhall be put off, the Party put o charge in attendance of ſuch Commiſſion ſhall eceive his Coſts, to be aſcertained by his Oath, s aforeſaid, from him that obtained ſuch Com- iſſion, and the Clerk that made out the ſame, r his Superior the Attorney in Court (who is nſwerable for him) ſhall make Reſtitution there- f to the Client and Suitor. *Iidem Commiſſionar'* id. 33, 34.

12. If both ſides joyn in the Execution of a ommiſſion, and the one ſide produceth and ex- ineth all his Witneſſes, and the other ſide doth ot, but prayeth a new Commiſſion, the ſame all not be granted (unleſs it be by conſent of e Parties or their Attornies in Court) but upon ath of good Cauſe, why he could not then exa- ine all his Witneſſes.

And in caſe the ſame be granted, the Party aying the ſame ſhall bear the reaſonable charge the other ſide, both of the renewing and exe- ting the Commiſſion, to be aſcertained by Oath, d the other ſide ſhall be at liberty to Croſs-exa- ine the Witneſſes produced by him that renew- the Commiſſion.

But if he ſhall not only Croſs-examine the itneſſes of the adverſe Party, but examine new itneſſes, he ſhall bear his part of the charge. *m Commiſſionar'* p. 34, 35.

13. If at the inſtance of a Defendant, a Com- ſſion to examine Witneſſes be renewed, either a default by him or his Commiſſioners, or be- ſe he did not examine all his Witneſſes by the Commiſſion, he ſhall at his peril examine all Witneſſes by ſuch renewed Commiſſion, or in rt by the Return of ſuch Commiſſion, with- more or further delay, and no more Commiſ- s to Iſſue, except for Examination beyond the

Seas, by Order in Court, or by Consent of the Attorney. *Iidem Commissionar'* p. 35.

14. Upon the Return of a Commission, if the same be executed by both Parties, one Rule only shall be given for Publication, and if the said Commission be not renewed, or an other obtained by the Plaintiff or Defendant within that time, then Publication shall pass and no Commission shall be afterwards granted or renewed without Special Order in Court. *Iidem Commissionar'* p. 36.

15. Upon the taking out Copies of Depositions examined in Court, or by Commission either by the Plaintiff or Defendant, no Fee shall be taken by the Six Clerks or the Examiner for the Copies, either of the Plaintiffs or Defendants respective Interrogatories, save only the Clerks usual Fee for the Writing thereof. *Ibid.*

16. Depositions of Witnesses in several Causes which are meerly Cross-causes, *viz.* between the same Parties, and touching the same Matter, may be used at the hearing of both Causes (coming to hearing together) without any Motion or Order in that behalf. *Iidem Commissionar'* p. 37.

17. Where either Party, Plaintiff or Defendant obtaineth an Order to use Depositions of Witnesses taken in another Case, the adverse Party may likewise use the same without Motion, unless he be upon special Reason shewed to the Court, by that Party first desiring the same, inhibited by the first Order so to do. *Ibid.*

18. No Motion shall be made in Court, or Petition for suppressing of Depositions, as Irregularly taken, until the Six Clerks, not toward the Cause, have been first attended with the complaint of the Party grieved, and shall certifie the true state of Fact to the Court with their Opinion: If the Attorneys or Clerks on either

ſhall not for the eaſe of their Clients agree before them, for which purpoſe a Rule for attendance of the Six Clerks in ſuch caſe ſhall be entred of courſe with the Regiſter at the deſire of the Party complaining, which ſhall warrant their Proceedings and Certificate to the Court. *Ibid.* 38.

19. That all Copies of Bills, Anſwers, Depoſitions or other Record, or Thing whatſoever belonging to the Six Clerks to Copy, ſhall contain fifteen lines at the leaſt in every ſheet of Paper, written fairly and orderly and unwaſtfully; and that no ſuch Copy ſhall be henceforth delivered out of the Office, before it be ſigned by the Six Clerk to whom it belongeth, or by his Deputy.

Nor any Copy not ſo ſigned ſhall be made uſe of in Court, or before any Maſter, which all Clients are to take notice of, to the end they may be prepared with ſuch Copies at the hearing of their Cauſes. *Clarend. Ord.* p. 34.

20. And whereas many inconveniences do frequently ariſe by undue copying Bills, Anſwers and other Pleadings before they be filed; ſo as they are either never filed, or very irregularly to the prejudice of the Client, and trouble to the Court by unneceſſary Motions: It is therefore ordered, That no Under-clerk or his Man, or other for him, do from henceforth preſume to copy any Bill, or other Pleading whatſoever, before it be duly filed with the proper Six Clerk who ought to File the ſame. *Ibid.* p. 35.

21. That after Witneſſes examined in Court, there ſhall be two Rules only given for Publication, *viz.* an Ordinary Rule, and then a day to ſhew cauſe why Publication ſhould not paſs, and upon the Return of a Commiſſion one Rule only to be given, within which times aforeſaid, if the other ſide do not ſhew unto the Court good cauſe

to the contrary, Publication ſhall paſs accordingly. *Ibid.* 42.

22. All Pleadings, Commiſſions or Certificates belonging to the Six Clerks to receive, ſhall immediately upon the bringing in, or return thereof into this Court, be delivered to ſuch Six Clerks own Hands, as ſhall be Attorney in the Cauſe, or to the Hands of his Deputy in his abſence; and not be from henceforth in any wiſe kept back; nor any Depoſitions or Anſwers taken by Commiſſion, or other Commiſſion to be opened by any of their Under-clerks before they be ſo delivered. *Ibid.* 43.

23. No Bills, Warrants, Pleadings, Commiſſions, Decrees, Diſmiſſions, or other Records whatſoever ſhall from henceforth be carried to be Ingroſſed, Inrolled, Copied, or otherwiſe uſed by any of the Under-clerks to their Chambers, or elſewhere out of the Six Clerks Office, or Lodgings there.

And ſo ſoon as any Clerk ſhall have Ingroſſed, Inrolled, Copyed, or uſed any ſuch Warrant, Pleading, Commiſſion, Decree, or other Record in the ſaid Office, he ſhall bring the Original thereof preſently back to the Six Clerk to whom the cuſtody thereof belongs, for the more ſafe keeping, and diſpoſing thereof according to the antient Uſage. *Ibid.* 44.

CAP.

CAP. VIII.

Of Commiſſions.

After a Contempt duly proſecuted to an Attachment with Proclamation returned, no Commiſſion ſhall be made to Anſwer, nor Plea or Demurrer admitted, but upon Motion in Court, and Affidavit made of the Parties inability to Travel, or other good Matter to ſatisfy the Court touching that delay. *Ordin' per Commiſſion' Fact. Anno* 1649. p. 45.

2. The Defendant who is ſerved with a *Subpœna ad Reſpondend.* and obtaineth a Commiſſion to anſwer in the Country, ſhall without more words have the ſame liberty thereby to Anſwer, Plead and Demur, as he had by the Original Proceſs, if he could have appeared in Perſon. *Iidem Commiſſionar'* p. *ibid.*

3. After a Commiſſion once obtained to Anſwer, no ſecond Commiſſion ſhall be granted without Special Order of Court, or the Plaintiffs own aſſent under his Hand; and if the time for the Defendants anſwering be inlarged upon Affidavit, that he or they cannot anſwer without ſight of Writings in the Country, or in reſpect of the length of the Bill or the like, which ſhall not be without Special Order in Court, upon good Reaſon ſhewed to induce the ſame, or the like aſſent of the Plaintiff. *Iidem Commiſſionar'* p. 46.

4. In caſe where the Defendant ſits all Proceſs of Contempt, and cannot be found by a Serjeant at Arms, or makes a Reſcue, a Sequeſtration ſhall be granted of the Lands in Queſtion.

And if the Defendant render not himself within a Year, then an Injunction for the Poſſeſſion, and the Profits ſo Sequeſtred to be delivered over to the Plaintiff. *Ibid.* 47.

5. When a Commiſſion is awarded to examine Witneſſes, if by default of him that hath the carriage of the ſame, or by his Commiſſioners nothing is done, he ſhall bear all the charges that the other ſide was put to about that Commiſſion, either for Fees of Court, bringing or entertaining Commiſſioners or Witneſſes, or otherwiſe to be aſcertained by the Oath of the Party, or of him that diſburſed the Money for him, and ſhall renew the Commiſſion at his own charges. *Reynd. Ord.* p. 46.

6. When a Commiſſion is awarded to examine Witneſſes, and the one ſide produceth and examineth all his Witneſſes, and the other ſide doth not, but pray a new Commiſſion, if it be granted, he ſhall bear all the charges of the renewed Commiſſion both in Court and in the Country, as well for the charge and entertainment of his own Commiſſioners, as of the Commiſſioners of the the other ſide, and the other ſide ſhall be permitted to Croſs-examine the Witneſſes produced by him that reneweth the Commiſſion; but if he will examine any other Witneſſes of his own, then he ſhall bear his own part of the charges; the charges herein mentioned to be aſcertained by the Oath of the Party, or of him that diſburſed the Money for him. *Ibid.* p. 47.

7. He at whoſe inſtance, a Commiſſioner to examine Witneſſes after a former Commiſſion executed and returned, is once renewed, and he by whoſe default, or by default of his Commiſſioners, a former Commiſſion was not executed, and thereupon it is renewed, ſhall at his peril examine all his Witneſſes by that Commiſſion, or

examine

amine them in Court by the end of the Term, herein that renewed Commiſſion is returnable ithout any more or further delay. *Ibid.* p. 48.

8. That no Commiſſion *ad examinandum Teſtes* executed in *London*, or within Ten Miles there-, without ſpecial Order firſt obtained upon Af-avit made of the Parties inability to Travel, other good Matter.

That all Depoſitions taken by Commiſſion in *ndon*, or within Ten Miles thereof, without ecial Order, as aforeſaid, ſhall ſtand ſuperſeded d ſuppreſſed *ipſo facto*, and not allowed to be ad as Evidence at the hearing of the Cauſe.

And the Parties who ſhall cauſe the ſame to be executed, ſhall ſuffer Puniſhment for their Con-mpt and Irregularity as the Court ſhall think fit. *id.* 49.

CAP. IX.

Of Injunctions.

FOR that it is agreeable to Equity and the conſtant Practice of this Court that a De-ndant obtaining a Commiſſion to take his An-wer in the Country ſhould not, by that delay or avour of the Court, get an advantage againſt he Plaintiff, by proceeding at Law in the mean ime: It is ordered, That from henceforth every Commiſſion to take an Anſwer in the Country, hall contain in it a Clauſe of Injunction to ſtay he Defendants Suit at Law (if any be) touching he Matter complained of in the Bill until he hath nſwered the Bill, and the Court given other Order; ſo as Iſſue were joyned at Law, before the Return of the *Subpœna* ſerved upon the De-

fendant,

fendant, and in that case to stay Judgment fo
the like time; so that the taking of such Commi
sion under Seal, shall be a sufficient notice an
service of the said Injunction, without Motion o
other trouble to the Plaintiff, whereupon so
breach to ground an Attachment, upon Affidav
of a proceeding at Law after the Commissio
prayed. *Ord. fact. per Commissionar'* 1649. p. 48.

2. No Injunction to stay Suits at Law shall b
granted upon priority of Suit only, nor upon th
bare surmise of the Bill, but upon the Defendant
delay or wilful Contempt in not answering, o
upon Matter confessed in the Answer, or Matte
of Record, or Writing plainly appearing, or th
Duty demanded appearing to be very ancient
Iidem Commissionar' p. 49.

3. Where a Bill comes in after a Verdict at Law
for a Debt, an Injunction is not to be granted with
out depositing the principal Money, except ther
shall upon hearing both sides, appear to the Cour
in the Defendant's Answer, or by Deed unde
Hand and Seal, or other good matter for relief i
Equity.

And an Injunction granted in such Case, or o
therwise upon the Merit of the Cause, or Equity
appearing to the Court, is regularly to stand un
til the hearing of the Cause, unless the Plainti
delay the Cause, in which case he may best b
quickned by dissolving the Injunction. *Iidem Com
missionar'* p. 50.

4. For avoiding multiplicity of References here
tofore used and charged to the Suitor: It is or
dered, That where a Motion is made for an In
junction to stay a Suit at Law, upon allegation
of matter of Equity confest in the Answer, the
Counsel moving the same, shall have that Sugge
stion fair written in his Hand and Read, or truly
open the same to the Court.

And

And if the Court hold that matter of ſufficient weight, will thereupon grant an Injunction, as deſired without Reference, Report or further Motion, and then the Regiſter in Court is to receive the ſaid Suggeſtion ſo fairly Written, and inſert the ſame *verbatim* in the Order for granting the Injunction.

But, if the ſaid Suggeſtion be untrue in the ſubſtance thereof, upon conſtruction of the whole Anſwer, and the Defendant be proſecuted by the Plaintiff for breach of the Injunction granted thereupon, he ſhall be clear from any Contempt in that behalf, and have his coſts, and ſuch Counſel ſhall juſtly incur the diſpleaſure of the Court. *Idem Commiſſionar'* p. 51.

5. Where an Injunction to ſtay Suits is obtained upon a Miſinformation made to the Court, (as if matter confeſſed in the Defendants Anſwer, which in truth is not ſo confeſſed, or if confeſſed in one place, is avoided in another part of the Anſwer, or upon other ſuch like plain abuſe to the Court) in that caſe the party proſecuted with Contempt for breach of ſuch Injunction, ſhall, upon his Examination, the Matter appearing as aforeſaid) be diſcharged of any Contempt, altho' he hath proceeded at Law after ſuch Injunction granted, and alſo have his coſts taxed for his wrongful Vexation, by the ſame Maſter to whom the contempt ſhall be referred, without other Motion in Court.

Which alſo ſhall be done in like Caſes where a Contempt ſtands referred to a Maſter of the Court, he ſhall Tax coſts, and certifie the ſame in his Report to the Court, together with his opinion touching the Contempt, as well for the Proſecutor, in caſe the Contempt be confeſſed, or proved, as for the party examined, if he be cleared himſelf thereof. *Iidem Commiſſionar'* p. 52.

6. For

6. For avoiding the many motions, heretofore frequently made touching dissolving and continuing Injunctions: It is ordered, That where an Injunction is granted, *till Answer and further Order*, if no Order be made within Fourteen days (after the Answer duly filed in Court) for continuance of the Injunction, the same shall stand dissolved, without further motion, upon Certificate only of the Register. *Iidem Commissionar'* p. 53.

7. Injunctions to quiet Possession (usually granted for preservation of the publick Peace, and prevention of Force) shall not be granted before hearing, but upon Oath, *That the party Plaintiff was in actual Possession at the Time of the Bill exhibited* (and not of Rents, or other Things, which lie not in Manual Occupation) and for such Possession as the Plaintiff himself had at the time of the Bill exhibited, and three Years before; but not to be extended further to the Possession of such from whom he Claims, or of him and his Tenants, much less him and his Assigns, or the like.

Which Injunction shall not be extended to give the Plaintiff any other Possession than he had at the time when the motion was made.

And such Injunction, in case the Plaintiff delay to bring his Cause to hearing, is also to be dissolved. *Iidem Commissionar'* p. 54.

8. No Injunction, to quiet such Possession shall extend to hinder the Defendants proceeding at Law to Evict the Plaintiff, or from making any Lease, or peaceable entry, or single distress for that end. *Iidem Commissionar'* p. 55.

9. No possession shall be taken from any person, by colour of any such Injunction, before the Cause be heard. And if any be, the Court will restore

ſtore Poſſeſſion, and award coſts. *Iidem Commiſſionar' ibid.*

10. Injunctions againſt Felling of Timber, loughing up of Meadow, or antient Paſture, ot Ploughed in 20 Years before, or for Mainte-nance of Incloſures, that have continued for the etter part of 20 Years, ſhall be granted as uſually ey have been; but no Defendant, who by An-wer claims an Eſtate of Inheritance, or other E-ate diſpuniſhable of Waſte, ſhall be thereby re-rained, unleſs it be particularly ſo ordered, and entioned in the ſaid Injunction.

And upon Motion made for ſuch Injunction, he Caſe is to be truly opened, as it ſtands in Court, nd the Defendants claim by his Anſwer, if he ave Anſwered. *Iidem Commiſſionar', p. 56.*

CAP. X.

Of ſetting down Cauſes for Hearing, and Proceedings in Hearing the ſame.

1. WHen the day is appointed for ſetting down Cauſes for the following Term, the Six Clerks ſhall preſent the Cauſes, according to their priority in Publication, to be ſet down in their order, ſo as the old Cauſes may be firſt heard and diſpatched.

And for that purpoſe, with the Names of each Cauſe they ſhall preſent the time when Publication paſſed, with a ſhort Note of the nature of every ſuch Cauſe preſented, and accordingly the Court will give Order for ſetting them down, ſo that puiſne Cauſes ſhall not thruſt out thoſe that were ready for hearing before them.

Provided

Provided that no Cauſe be preſented the ſa[me] Term in which Publication ſhall paſs. *Fi[den] Commiſſionar'* p. 57.

2. Where no Council appears for the Defend[ant] ant at the hearing, and Proceſs appears to ha[ve] been duly ſerved, the Anſwer of ſuch Defendan[t] ſhall be Read, and if the Court upon ſuch hearing ſhall find cauſe to Decree for the Plaintiff, yet day ſhall be regularly given to the Defendant to ſhew Cauſe againſt the ſame, but, before he admitted thereunto, he ſhall pay down to the Plaintiff, or his Attorney in Court, ſuch coſts the Court, upon that hearing ſhall Aſſeſs, and the Order is to be penned by the Regiſter accordingly, viz. *It is Decreed ſo and ſo,* &c. *Unleſs the Defendant ſhall by (ſuch a day) pay to the Plaintiff, or his Attorney in Court, (ſo much) Coſts, or ſhew good Cauſe to the contrary;* and ſuch Defendant upon his ſhewing Cauſe, ſhall firſt produce a Certificate from the Plaintiffs Attorney in Court, that he hath paid the coſts, or Affidavit of Tender and Refuſal thereof. *Fiden Commiſſionar'* p. 58. *Clarend. Ord.* p. 55.

3. The Reaſons of the Judgment of the Court are, in ſuch caſe where the Defendant makes Default, to be by the Regiſter ſhortly inſerted in the Order, that the Defendant may know how to apply his Cauſe, without a new hearing, but if the Court ſhall not receive ſatisfaction thereupon to alter or confirm the Decretal Order, but that a new hearing ſhall be requiſite, the Defendant (if the Court ſhall confirm their firſt Order upon the ſecond hearing) ſhall alſo pay the Plaintiff his full coſts expended in the ſuit. *Fiden Commiſſionar'* p. 59.

4. If the Court, upon the hearing of a Cauſe, ſhall give no Relief to the Plaintiff, the Defen-

dant

t ſhall have coſts awarded him in reſpect of his lleſs vexation.

nd where a Decree is made againſt a Defen-t, the Court will likewiſe give coſts to the intiff, as there ſhall be cauſe. *Fidem Commiſ-r'* p. 60.

. Where coſts are awarded by the Court, and Party ſhall refuſe to pay them, and be after-rds Proſecured, and found in contempt for not ing of them, he ſhall not be Diſcharged of his Contempt, until he ſhall pay the ſaid coſts ble, over and beſides the coſts Taxed, for the ſecution of the ſaid Contempt. *Fidem Com-ionar' ibid.*

. Where Cauſes are removed by ſpecial *Cer-ri* upon a Bill containing matter of Equity, e Plaintiff is, before he have the *Certiorari* gran-, to put in Bond, to be taken by the Regiſter, prove his Suggeſtions within Fourteen days r the Receipt of his Writ, which if he ſhall to do, upon Certificate from the Examiners, t no Witneſſes are examined, or upon a Report, t the Suggeſtions are not proved, the Court ll diſmiſs the Bill with Coſts, and award a *Pro-ndo. Fidem Commiſſionar'* p. 61.

. The Six Clerks, who are the only Attorneys this Court, ought to inform themſelves conti-ally of the ſtate and proceedings of their Cli-s Cauſes, whereby they may be able to de-d their Clients, and to give account to the ourt, as the Attorneys in all other Courts do, d not to leave the care and knowledge there-, upon their Under-Clerks, who attend not in ourt, and the Clients, and ſuch as follow their auſes are to acquaint their Attorneys for that rpoſe. *Clarend. Ord.* p. 52.

8. Such

8. Such as desire to have their Causes set dow for Hearing, must repair to the Six Clerk, th is Attorney in the Cause, at least six Days befo the end of the Term, that he may inform himse of the state of the Cause, of the long or short d pendance thereof in Court, of the Antiquity the Publication, of the weight or value of t Causes, and all other Circumstances material inform the Lord Chancellor, Lord Keeper, Master of the Rolls, of the time of setting dow of Causes.

And the Six Clerk may not refuse to offer t same to be set down, if he be attended in su time, as aforesaid, nor come unprepared to i form the Lord Chancellor, Lord Keeper or M ster of the Rolls of the nature and circum stance of the Cause aforesaid.

And neither he, nor any of his Under-Clerk nor any of the Registers are to take any Fe Gratuity or Reward for the same. *Clarend.* O p. 53.

9. No Money or other Reward shall, in any wise, be exacted, or taken directly or indirect by any of the Six Clerks, or any of the Registers for, or in their behalf, for the preferring and se ting down of any Cause for hearing, but only suc Fees as are behind, and unpaid of their Term Fees and Duties, (if any be) and if any Cau happen to be set down for hearing, wherein th shall not have been satisfied their due Fees an Duties, they may alledge the same in stay of hea ing of the Cause. *Clarend. Ord.* p. 54.

CA

CAP. XL.

Of Masters.

1. THE Masters are not upon the importunity of Councel, (how eminent soever) or their Clients, to return special Certificates to the Court, unless they are required by the Court so to do, or that their own Judgment, in respect of difficulty, leadeth them unto it, such kind of Certificates, for the most part, occasioning a needless trouble, rather than ease to the Court, and certain expence to the Suitor. *Ord. per Commissionar'* 1649. p. 81.

2. Their Certificates and Reports are to be drawn as succinctly as may be (preserving the matter clearly for the Judgment of the Court) and without recital of the several points of the Orders of Reference (which do sufficiently appear by the Orders themselves) or the several Debates of Councel before them; unless that in Cases where they are doubtful, they shortly represent to the Court the reasons which induce them so to be. *Eidem Commissionar' ibid. Clarend. Ord.* p. 73.

3. The Masters of the Court are to take notice, that when the Court requires to be satisfied from them touching any Matter alledged to be confessed, or set forth, in the Defendants Answer; it is Intended, that without further Order they should take consideration of the whole Answer or Answers of the Defendant, and certify not only whether the matter be so confessed or set forth, but also any other matter, avoiding that Confession, or Ballancing the same, that the Court may receive a clear and true Information. *Eidem Commissionar'* p. 82. *Clarend. Ord.* p. 74.

4. The Masters in taking Affidavits, and Administring of Oaths, in Cases duly presented unto them, are to be Circumspect and wary that the same be reverendly and knowingly given and taken, and are therefore to Administer the same themselves to the party, and where they discern him rash, or ignorant, to give him some Conscionable Admonition of his Duty, and be sure he understand the matter contained in his Affidavit and read the same over, or hear it read in his presence, and subscribe his Name, or Mark thereunto before the same be certifyed by the Master, who is not to receive or certify any Affidavit, unless the same be fairly and legibly written, without blotting, or interlineation of any word of substance. *Iidem Commissionar'*, p. 83. *Clarend. Ord.* p. 75.

5. In all Matters referred to the Masters of the Court, their Certificat not being to ground a Decree) if it be positive is to stand, and Process may be taken out to enforce performance thereof, without further Motion, unless the adverse party upon notice given (to his Attorney or Clerk in Court that such Report is filed against him, shall, within eight days after such notice (if it be given in Term or while the general Seals for Motions are held or within four days in the next Term, if it be given after) obtain some Order in Court to control or suspend the same.

And in case of an Insufficient Answer certified by the Master, the Plaintiff may immediately take out Process against the Defendant for his Cost and to make a better Answer, as hath been formerly used. *Iidem Commissionar'* p. 84. *Clarend. Ord.* p. 7

6. Where, after Certificate or Report made by a Master of the Court, either party shall appeal from the same to the Judgment of the Court, he shall first file his Exceptions thereunto briefly with

the Regiſter, and depoſite with him 40 *s.* to be paid to the other party for his Coſts, if he prevail not in ſuch Appeal.

And then the Regiſter ſhall enter ſuch Cauſes of Appeal in a Paper, in order as they are brought unto him, to be determined, by the Court, in courſe, upon days of Motions, and notice thereof to be given, by the party appealing, to the Clerk of the other ſide; and alſo the Regiſters Paper to be ſet up in the Office two days before. And if the Court ſhall not alter the Maſters Report, then the 40 *s.* depoſited to be paid to the party defending the ſame, with ſuch Increaſe as the Court ſhall find cauſe to impoſe, otherwiſe to be reſtored to the party appealing, and both without Charge. *Idem Commiſſionar'* p. 85. *Clarend Ord.* p. 77.

7 That the Maſters do not paſs any Exemplifications of Depoſitions taken in Chancery upon a bare ſight of the Copies only, without firſt calling the Officer or Officers, (who have the cuſtody of the Records, or Originals of ſuch Copies, or ſome ſworn Clerk of his, or their Office, who are to produce the ſame before them) to warrant the ſigning thereof. *Clarend. Ord.* p. 72.

8. The Maſters extraordinary ſhall not, within 10 Miles of *London*, take any Affidavits or Acknowledgments of Deeds, or Recogniſances, or do any other Act incident to the place of Maſter of the Chancery. And to the end it may appear whether any Maſter extraordinary ſhall notwithſtanding preſume ſo to do, every ſuch Maſter ſhall expreſs the name of the Town and County where he ſhall take any Affidavit, or the acknowledgment of any Deed or Recogniſance, otherwiſe the ſame ſhall not be held authentical, nor admitted to be filed, or inrolled. *Clarend. Ord.* p. 79.

CAP. XII.

Of Petitions.

1. NO Injunction for ſtay of any Suit at Law ſhall be granted, revived, diſſolved, or ſtaid upon Petition.

Nor any Injunction of any other nature, ſhall paſs, by Order, upon Petition, without Notice, and a Copy of the Petition firſt given to the other ſide, and the Petition filed with the Regiſter, and the Order entred *Per Dom. Bridgman Cuſtod. Magni Sigilli, Mich. Term.* 1667.

2. No Sequeſtration, Diſmiſſion, Retainers upon Diſmiſſions, or Final Orders, are to be granted upon Petition. *Per eundem, eodem Termino.*

3. No former Order, made in Court, is to be altered or explained upon a Petition; no Commitment of any perſon, taken upon Proceſs of Contempt, to be diſcharged by Order made upon Petition, unleſs in the Vacation, and upon hearing the adverſe Party, his Attorney, or Clerk in Court. *Per eundem, eodem Termino.*

4. No Commiſſions, for Examination of Witneſſes, ſhall be Awarded or Diſcharged, nor Examinations ſuppreſſed upon Petition; except it be in point of the courſe of the Court, firſt referred to the Six Clerks, not towards the Cauſe, and Certificate thereupon. *Per eundem, eodem Termino.*

CAP. XIII.

Of Paupers.

1. AFter admittance, *in forma Pauperis*, no Fee, Profit or Reward ſhall be taken of ſuch Party admitted, by any Councellor or Attorney, for the diſpatch of the *Paupers* buſineſs, during the time it ſhall depend in Court, and he be continued *in forma Pauperis*; nor any Contract, nor Agreement be made for any Recompence, or Reward afterwards.

And if any Perſon offending herein, ſhall be diſcovered to the Court, he ſhall undergo the Diſpleaſure of the Court, and ſuch further Puniſhment as the Court ſhall think fit to inflict upon him, and the Party admitted, who ſhall give any ſuch Fee or Reward, or make any ſuch Contract or Agreement, ſhall be from thenceforth diſpauper'd, and not be afterwards admitted again in that Suit to Proſecute in *forma Pauperis*. *Per eundem Dom. Cuſtod. Hill. Term.* 1667.

2. If it ſhall be made appear to the Court, That any Perſon proſecuting *in forma Pauperis*, hath ſold or contracted for the benefit of the Suit, or any part thereof, while the ſame depends, ſuch Cauſe ſhall be from thenceforth totally diſmiſſed the Court, and never again retained. *Per eundem Dom. Cuſtod. eodem Termino.*

3. Such Councel or Attorney, as ſhall be aſſigned by the Court, to aſſiſt the perſon Admitted *in forma Pauperis*, either to Proſecute, or defend, may not refuſe ſo to do, unleſs they ſatisfie the Lord Keeper, or Maſter of the Rolls, (who granted the Admittance, with ſome good

reaſon of their forbearance. *Per eundem, eodem Termino.*

4. That Councellor, who ſhall move any thing to the Court, on the behalf of a perſon admitted *in forma Pauperis*, ought to have the Order of Admittance with him, and firſt to move the ſame, before any other Motion.

And, if the Regiſter ſhall find that ſuch perſon was not Admitted *in forma Pauperis*, he ſhall not draw up any Order upon the ſecond Motion made by any ſuch Councel, but he ſhall loſe the fruit of ſuch ſecond Motion, in reſpect of his Abuſe to the Court. *Per eundem, eodem Termino.*

5. No Proceſs of Contempt ſhall be made out, and ſent to the Great Seal, at the Suit of any Perſon proſecuting as Plaintiff *in forma Pauperis*, until it be Signed by the Six Clerk, who deals for him; and the Six Clerks are to take care that ſuch Proceſs be not taken out needleſly, or for Vexation, but upon juſt and good Cauſe, as they will Anſwer it to the Court, if the contrary ſhall appear. *Per eundem, eodem Termino.*

CAP.

CAP. XIV.

Of Decrees.

NO Decree bindeth any Man that cometh in *bona fide* by Conveyance before the Bill ihibited, and is made no Party either by Bill or rder.

But where he Claims in Truſt for ſuch perſon ainſt whom the Decree is made, or comes in *ndente Lite* without Allowance, or Privity of the ourt, it is otherwiſe. *Per Dom. Cuſtod. Bridgman, ich. Term.* 1668.

2 No Decree ſhall recite the Bill, Anſwer, Pleaings or Depoſitions, or any of them verbatim, ut only the ſhort ſtate of the Matter, and the ecretal Order, and the Opinion and Judgment f the Court. *Per eundem, eodem Termino.*

3. No Decree, being once under the Great Seal, all be reverſed, or altered at the Suit of the perſon againſt whom the Decree is made, or any Man claiming in Privity by, from or under him, ut by Bill of Review only. *Per eund. eod. Termino.*

4 But in caſe of miſtaking in a Decree which s demonſtrative, *viz.* an Error in Auditing or Numbring, Miſtaking the Date, or the like, by he leave of the Court the ſame may be Certified without a Bill. *Per eundem, eodem Termino.*

5. That all Decrees and Diſmiſſions, pronounced upon hearing the Cauſe in this Court, be drawn up, Signed and Inrolled before the firſt day after the next *Michaelmaſs* or *Eaſter* Term, after the ſame ſhall be ſo pronounced reſpectively, and not at any time after, without ſpecial leave of the Court. *Per eundem, eodem Termino.*

6. That a ſhort Entry and Docquet be made in a Regiſter Book, kept by the Regiſter of this Court, or ſuch Clerk as he ſhall appoint for that purpoſe, of all Decrees that are drawn up and inrolled, whereby any Lands or Leaſe is decreed or charged with any Sum of Money, Annuity, &c. and of the Lands in particular, and the Parish or Town where the ſame lie, to the end that any Perſon that hath occaſion may reſort to that Regiſter Book, to ſee whether any Decree be made touching any ſuch Lands, Houſes, &c.

And in caſe no ſuch Entry be made, within ſiix Months after ſuch Decree ſhall be ſigned by the Lord Keeper and inrolled, the ſame ſhall not prejudice any Purchaſor, who ſhall *bona fide* purchaſe any Eſtate in ſuch Lands, Houſes, &c. after the time limited for ſuch Entry to be made. *Per eund. eod. Termino.*

7. That the Six Clerks, and all other Clerks of the Court do therefore take care for their Clients that ſuch Entry be made of all Decrees by them drawn up, and inrolled by the time before limited, that the Client do not ſuffer through their neglect.

And that the Regiſter ſhall take only the Fee of twelve pence for ſuch Entry, twelve pence for a Certificate, and four pence for a Search where no Certificate is made. *Per eund. eod. Termino.*

8. In caſe of a Decree for Lands upon Oath made, that the ſame hath been perſonally ſerved and is not obeyed, and an Attachment is iſſued under Seal for ſuch Contempt, the Court doth uſually grant an Injunction for the Poſſeſſion; and upon Oath made of the ſerving thereof upon the Party, and the ſame is not obeyed, a Commiſſion is to be awarded to ſome of the Juſtices of the Peace of that County, to put and keep the Plaintiff and his Aſſigns in Poſſeſſion; and in

ase of Resistance, a Writ of Assistance is to be warded to the Sheriff for that purpose. *Per eund. d. Termino.*

9. Where the Party is committed or brought in y a Serjeant at Arms for breach of a Decree, he not to be inlarged until he hath performed the ecree in all things that are to be presently done, nd given Security by Recognizance with Sure- es, as the Court shall order to perform the other arts of the Decree (if any be to be performed) t future days and times appointed by the Decree. *er eund. eod. Termino.*

10. Where the Party is committed for breach f a Decree or Order of Court, he ought to be strained within the *Fleet*, and not permitted to o abroad without License of the Court. *Per und. eod. Termino.*

11. Where a Decree is made for Rent to be aid out of the Land, or a Sum of Money to be evied out of the profits of the Land, there a Sequestration of the same Land being in the Defendant's Hands, or of any Rent reserved to the Defendant out of the same Land may be granted. *Per eund. eod. Termino.*

12. Where Causes are dismissed upon full hearing, and the Dimission signed and inrolled, such Causes are not again to be retained, nor any new Bill admitted except it be a Bill of Review or upon Matter of like Nature, as in case where a Decree is sought to be avoided, and upon like security and allowance of the Court. *Per eund. eod. Termino.*

13. No Decree, or Dismission shall be presented by the Register of this Court or his Deputy, or any other to the Lord Chancellor, Lord Keeper, or Master of the Rolls to be signed, before it be signed by that Six Clerk to whom it belongeth,

longeth, of his proper Hand Writing, or by his Deputy in his abſence. *Per eund. eod. Termino.*

14. To the intent the Decrees and Diſmiſſions of this Court may be eaſily found upon Search, the Six Clerks are to keep a publick Book, for the Entring all Decrees and Diſmiſſions, which have been made and ſigned by the Lord Keeper ſince the 29th day of *May* laſt, and which ſhall be made and ſo ſigned in this Court.

And to that end the Regiſter ſhall, at be beginning of every Term, deliver in to one of the Six Clerks a Liſt of all Decrees and Diſmiſſions ſigned by the Lord Keeper, the Term and Vacation before. *Per eund. eod. Termino.*

15. If a Bill be regularly and juſtly diſmiſſed of Courſe, or by Order for want of Proſecution, no Motion ſhall be admitted for the Retainer thereof, without a Certificate from the Defendant's Attorney in Court, that the coſts of the Diſmiſſion are paid, to the end unneceſſary charge to the Parties by ſeveral Motions for one and the ſame Matter, may henceforth be avoided. *Per eund. eod. Termino.*

16. Where an Infant is ſued in *Chancery*, and appears, and the Court Aſſigns him a Guardian, in ſuch caſe if a Decree be obtained againſt the Infant, he ſhall be bound by it: But *ſecus*, where an Infant Exhibits his Bill by his Guardian, for there his Act ſhall not bind the Infant. *Per eund. Hill.* 1668.

17. Every Purchaſor is bound to take Notice of the Decrees of this Court, notwithſtanding that he purchaſeth of one that is not bound by any Decree, or Party to any Suit commenced in this Court; as where Lands are decreed to an Infant of tender Years, and it is provided by that Decree, That *J. S.* ſhall receive the Rents and Pro-

of thoſe Lands to the uſe of the Infant till he
nes to full Age; afterwards *J. S.* during the
ants Minority (pretending to be ſeized in Fee
his own uſe, of the Infants Eſtate) ſells the
nds decreed to the Infant, to one *J. N.* for a
able conſideration in Money, *bona fide* paid by
ſaid *J. N.* who knew nothing of the Decree
de by the Court of thoſe Lands to the uſe of
Infant; notwithſtanding which *J. N.* is obli-
in Equity by that Decree, for the Infant may
his full Age enter upon *J. N.* becauſe he was
his peril bound to take notice of the Decree,
he time when he purchaſed the Infants Eſtate.
The like, where *J. S.* Exhibits his Bill in *Chan-*
againſt *J. N.* for Lands, and the ſame are de-
ed to him againſt *J. N.* and all Perſons claim-
by from or under *J. N.* In this caſe, if *J. N.*
the Lands, although it be *bona fide* for a va-
ble Conſideration, and albeit it be to a Per-
that hath notice, yet without doubt ſuch Sale
oid in Equity againſt *J. S.* becauſe the Pur-
ſor claims under *J. N.* But in the principal
e, the Purchaſor claims under one againſt
om no Decree is made, and yet he is bound.
eund. eod. Termino.

18. No Decree ſhall be reverſed for want of
m or miſtaking of an Account, becauſe theſe
y be helped by a Maſter in *Chancery*. *Per eund.*
Termino.

19. Where one that is a Truſtee is omitted to
named a Defendant in a Bill, yet that ſhall be
cauſe to avoid a Decree. *Per eund. eod. Termino.*

20. A perſonal Promiſe is not ſufficient to De-
e any Lands, without other Circumſtances. *Per*
d. eod. Termino.

21. If a Man Contracts to purchaſe Lands be-
nging to a Manor of the Lord thereof for a
rtain Sum of Money, and afterwards the Lord
offers

offers to ſell to him the whole Manor, if they do not agree, ſo that the Lord ſells all the Manor to another, yet upon Application to this Court, the firſt Purchaſor ſhall have his Contract decreed to him. *Per eund. eod. Termino.*

22. If a Man makes a Leaſe for Years of Lands in which he hath no manner of Right, and afterwards the Leſſor purchaſeth the ſame Lands, neither he, nor his Heir in that caſe ſhall have this Lease either by Law or Equity. *Per eund. eod. Termino.*

23. A Mortgagor after four or five Years Forfeiture of his Eſtate, ſeeking by Suit in this Court to have his Lands again, upon payment of the Mortgage Money with Intereſt, will not be relieved therein without ſome Special Cauſe ſhewed of that delay.

But if after the Mortgage is forfeited, the Mortgagee preferreth his Bill in this Court, praying that he may have his Mortgage Money paid him with Intereſt, or otherwiſe that he may have the mortgaged Lands decreed unto him, it will be granted by the Court. *Per eund. eod. Termino.*

24. If a Man by his own Act do diſable that to be done which is for his benefit, he ſhall neither be relieved in Law nor Equity. *Per eund. eod. Termino.*

25. Where one takes a Mortgage in the Name and to the uſe of an Infant, and the Mortgage is forfeited, and the Party that took the ſame is dead, in this caſe the Infant ſhall reſtore the Poſſeſſion to the Mortgagor, but no Decree ſhall be made againſt the Infant, for him to reconvey the Lands to the Mortgagor, until he comes of full Age, and then he ſhall be compelled thereunto by the Court.

But if it be agreed between the Parties, at the time when the Mortgage was made, that upon Non-payment of the Money at the day, then upon Payment of a further Sum the Grant of the

Lands to be abſolute to the Mortgagee, or t he ſhould lend more Money to the Mort- ot after the Mortgage, or after the Forfeiture; if there appear no hard dealing in the caſe, that the Money lent was no valuable Conſi- ration Equivalent to the value of Lands mort- ged, the Court will compel the Mortgagee to convey the mortgaged Lands to the Mortga- r, upon his payment of all the Mortgage Mo- y with Intereſt to the Mortgagee. *Per eund. . Termino.*

26. *J. S.* having a Mortgage on *J. D*'s Eſtate 5000 *l.* upon which *J. N.* had alſo a Mort- ge for 1700 *l.* of the ſame Lands, and by the me Deed; the firſt Mortgage being made to *J.* for 3000 *l.* after which *J. S.* and *J. N.* lend ore Money, and then it is declared by the eed, That after *J. S.* hath had his Money paid to him, he ſhall ſtand ſeized of the mortgaged remiſſes to the uſe of *J. N.*

J. S. prefers his Bill in this Court againſt *J. N.* hat *J. N.* may either pay to the ſaid *J. S.* his ortgage Money, or that otherwiſe the ſaid *J.* may be foreclоſed of his Equity of Redemp- on: But the Court upon great Debate, and onſideration diſmiſſed the Plaintiff's Bill with aſonable Coſts. *Per Dom. Cancellar' Finch Mich. erm.* 1678.

27. This Court will never relieve any Perſon ainſt an Award, where the Arbitrator is of his wn chooſing, for he makes the Arbitrator his udge, and therefore it is but reaſonable that he hould be bound by his Award. *Per eund. eod. ermino.*

28. Where the Plaintiffs Wife being an Execu- rix, pays a Legacy to the Defendant without eing compelled thereto by any Suit either in Law or Equity, after which Debts are diſcovered,

and

and the ſcope of the Plaintiffs Bill is, for the Defendant to pay back the Legacy to enable the Plaintiff to pay the Debts; in ſuch caſe the Bill ſhall be diſmiſſed, becauſe the Plaintiffs Wife paid the Legacy voluntarily to the Defendant, without any Decree of this Court, or other Act in Law or Equity to compel her to it: But if the Plaintiffs Wife as Executrix had been compelled by Decree to pay the Legacy, this Court would have relieved the Plaintiffs therein. *Per eund. ad Termino.*

29. If a Defendant be proſecuted to a Sequeſtration, for Contempt in obſtinately refuſing to anſwer the Plaintiffs Bill, yet ſuch Bill ſhall not upon reading be decreed *pro confeſſo* againſt the Defendant; for no ſuch Decree ought to be unleſs the Defendant be taken, and brought in Perſon into Court to hear the Bill read. *Per eundem Hill. Term* 1676.

30. If a Legacy be given by Will to a Female Infant, to be paid to her with Intereſt, when ſhe ſhall attain the full Age of One and twenty Years, and the Legatee dies at the Age of Eleven Years, this Legacy ſhall be decreed to be paid with Intereſt to the Adminiſtrator, for it differs from the ordinary caſe, the difference being allowed, where a Legacy to one when of the Age of One and twenty, and when to be paid to one at the Age of One and twenty Years of Age; and ſo here the Adminiſtrator is will intitled, notwithſtanding the Legatee did never attain her Age of One and twenty Years.

2. It was decreed, That the Legacy ſhould be paid by the Defendant, at the time when the Legatee ſhould have attained her full Age of One and twenty Years, and not before. *Trin. & Mich. Terms* 1677. *Per eund. Dom. Finch.*

31. Where a Woman poſſeſſed of ſeveral parcels of Plate of her own, and divers other parcels of Plate pawned to her, bequeathed all her Plate to the Wife of one, who brought a Bill in this Court to have the benefit of the Bequeſt: Whereupon the ſole Queſtion being, whether the pawned Plate, as well as the Teſtatrix her own Plate ſhould paſs to the Plaintiffs Wife by this Bequeſt; The Court was of Opinion it did, and decreed for the pawned Plate, as well as the Teſtatrix her own Plate. *Mich. Term.* 1679. *Per eundem Dom. Finch.*

33. If one be put Apprentice to a Tradeſman, with whom the Maſter receives a conſiderable ſum of Money, and the Apprentice is abuſed by the Maſter in his Service, and is thereupon firſt by the Chamberlain of *London* (upon his application to him, ſetting forth his grievance) and after that by order of the Lord Mayor's Court, upon his Petition there, according to Cuſtom diſcharged from his Maſters Service; if ſuch Apprentice prefer his Bill in this Court to have ſuch part of his Money paid back to him, as the Court ſhall think fit, The Court will Decree to the Plaintiff a reaſonable part of his Money with Coſts of Suit to be paid him by the Defendant: *Mich. Term.* 1674. *per eundem Dom. Finch.*

A. took a Mortgage of certain Copyhold Lands in the Name of *C.* his Daughter, and a Year or two after, *A.* likewiſe took an abſolute Surrender of the Premiſſes to his Daughter *C.* and her Heirs in Fee, according to the Cuſtom of the Manor, and paid the Purchaſe Money for the ſame.

Five or ſix Years afterwards *C.* Intermarries with one *B.* whereupon *A.* Exhibits his Bill in this Court againſt them both to have a Conveyance of the Premiſſes from them, ſuggeſting by the ſaid Bill, That the Surrender made of the Premiſſes

Premiſſes to the Defendant C. (when ſhe was Sole) was only intended to be in Truſt for the Plaintiff *A.* and his Heirs, he having (as he alledged) been all along in Poſſeſſion, and paid the Purchaſe Money.

This Cauſe being at firſt heard by Mr. Juſtice *Atkins*, he decreed, That the Defendants ſhould convey the Premiſſes to the Plaintiff, according to the Prayer of the Bill.

But afterwards upon Appeal to the Lord Chancellor, the Cauſe was reheard by him, and his Lordſhip took the Purchaſe of the Premiſſes by the Plaintiff, and the abſolute Surrender of the ſame to the Defendant C. (when ſhe was Sole) to be originally intended as a preferment for the ſaid Defendant C. the Plaintiff's Daughter, and ſo diſmiſt the Bill. *Per Dom. Cancellar.* Finch in *Clauſo Termini Sanctæ Trinitat. Anno* 1678.

A Copyhold Eſtate being granted at a Court held out of the Manor, was confirmed againſt the Lord of the Manor that made it, by this Court.

If a Father be cuſtomary Tenant of a Manor and commits a Forfeiture of his Eſtate, and his Son is admitted as Heir to him by Diſcent, this will not ſet aſide the Forfeiture, becauſe the Father dying ſeized of no Eſtate, the Son is incapable of being admitted to that Eſtate his Father had forfeited.

But if the Son be admitted by the Lord of the Manor to the Eſtate which the Father had forfeited, the Forfeiture is thereby diſpenſed with.

So, where the Father had committed a Forfeiture of his cuſtomary Eſtate, and the Lord of the Manor notwithſtanding, taking no notice of the Forfeiture, ſeized a Herriot upon the Father's death, and yet would have put by the Heir from being admitted to his Father's Eſtate by reaſon of

the Forfeiture, which this Court would not allow, but decreed that the Heir ſhould be admitted to his Fathers cuſtomary Eſtate, becauſe the taking of a Herriot by the Lord upon the death of the Father, did allow him to die ſeized.

Where a Bill was exhibited in this Court, to compel the Lord of a Manor to grant a Licenſe to let a cuſtomary Eſtate for Years, according to the Cuſtom of the Manor, and the Defendant averring in his Anſwer, that the Plaintiff had forfeited his Copyhold Eſtate, the Court thereupon would not compel the Defendant to grant a Licenſe, until it did appear whether the Plaintiff had committed a Forfeiture of his Eſtate, or not.

A Writ of Aſſize of Common for Encroachment cannot be brought againſt the Lord of the Manor by a Copyholder, but he muſt ſeek his remedy for the ſame in Equity, for Copyholders and Termors are to be relieved here.

A Leaſe containing a Meſuage in the Demiſe, but Lands alſo in the *Habendum*, which Lands had been many Years enjoyed accordingly, yet the Court was of Opinion, That no continuance would make a void Leaſe good, eſpecially againſt a Purchaſor.

Where the Money is paid upon a Mortgage, and the Mortgagor exhibits his Bill to have the Deed again, it will not be admitted, becauſe then he may charge the Mortgagee for the profits paſt.

This Court will relieve a Mortgage to the tenth Generation, tho' the Purchaſor had no Notice, becauſe it is ſuppoſed that he cannot Purchaſe but it muſt be derived from the Mortgage, and in ſome caſes, where the Mortgagee will ſuddenly beſtow unneceſſary Coſt upon the mortgaged Lands on purpoſe to clog the Eſtate, and prevent the Mortgagor's redemption thereof.

Where the Plaintiff mortgaged Lands to the Defendant, which were forfeited, and a Statute given for performance of Covenants; the Court ordered the mortgaged Lands to be reconveyed, and the Statute to be delivered up.

The Court decreed Money to the Plaintiff against the Defendant, notwithstanding he had Judgment and Execution, being upon the point of an usurious Contract; and a Lease being become forfeited, and the Mortgagee devised the same to Infants, The Court was of Opinion, That the Plaintiff should have it again paying the Money.

The Plaintiff Exhibits his Bill to be relieved upon a Mortgage after it had been forfeited Forty one Years, to which Bill the Defendant demurred, but in regard it did appear to the Court, that there had been a promise made that the Lands should be redeemed after Seven and twenty Years, the Demurrer was over-ruled, and the Defendant was ordered to reconvey to the Plaintiff.

The Plaintiff having first a Decree by default, did Counterfeit an absolute Decree, and put the Lord Chancellor's Hand to it: For which it was ordered, That the Defendant and his Assigns should enjoy the Lands in Question, and take the Profits thereof against the Plaintiff and his Heirs, until he or they should prove a better Title in this Court.

A Decree was made against the Lessee, and all claiming under him, he Surrenders to him in Reversion, who was adjudged to be bound by the Decree, so long as the Lease should have endured.

The Tenant in Possession was the Houses in Question, because he was dispunishable of Waste by reason of a mean Estate for life, yet decreed by the Court, that he should repair two parts of the Houses wasted.

The Plaintiff purchaſed Lands of the Defen-
nt for a valuable Conſideration, which Lands
e Defendant had before the time of the Plain-
f's Purchaſe conveyed to the uſe of himſelf, his
ife, and his Son: It was decreed for the Plain-
f, that he ſhould have and enjoy the Lands a-
inſt them all three. The Defendant refuſed to
ey the Decree, whereupon a Writ *de Executi-
Decreti* iſſued out againſt him, but he could
t be found, and ſo it was ſerved upon his Wife,
ho refuſed alſo, and thereupon all Proceſs of
ontempt iſſued out againſt the Husband, and in
ſpect he could not be found, a Commiſſion was
arded by the Court, directed to certain Com-
ſioners to take Poſſeſſion of the ſaid Lands to
e Plaintiffs uſe, to whom the Tenants were en-
ned to pay their Rents, or otherwiſe Attach-
nts were ordered by the Court to be made out
ainſt them.

The Plaintiffs being all Foreigners, and Credi-
s of the Defendant exhibited their Bill againſt
n for Monies due for Goods ſold to him by the
aintiffs in *France*, which were imported from
nce into *England*, and conſigned to Merchants
e by the Defendant; and this Court taking
ice of the different Computations, *&c.* Firſt,
at the Money was to be paid upon a Bill given
the Plaintiffs by the Defendant at the Feaſt
&c. Secondly, Becauſe the Bill was not Sealed:
irdly, Becauſe the Debts became due in *France*,
d he came over to *England* to keep his Body
m Arreſts. The Court decreed the Debts, and
ſed a Decree to be drawn up *pro confeſſo*, be-
ſe the Defendant would not Anſwer, and ſe-
eſtred Monies in other Men's Hands to pay the
bts, although they were transferred over to o-
r Perſons for the uſe of an Infant.

A Cauſe was heard in this Court after a Diſmiſſion in the *Exchequer* upon hearing; but there appearing no Matter of Equity to relieve the Plaintiff, the Bill was diſmiſſed here likewiſe, and the rather becauſe there was a former Diſmiſſion in the *Exchequer*.

Becauſe the Matter in queſtion was under the value of Forty ſhillings *per Annum*, therefore the Court diſmiſſed the Bill.

So the Bill was diſmiſſed becauſe the Suit for Six pounds only, for this Court will not take Cognizance of any Matter under the value of Ten pounds.

CAP. XV.

Of Bills of Review.

1. TO the end, that after a Decree made, the Party may be at peace, and multiplicity of Suits be avoided, No Bill of Review ſhall be admitted, except it contain either Error in Law appearing in the Body of the Decree, without either Averment or further Examination of Matter in Fact, or upon new Matters diſcovered in time after the Decree made, and whereof the Party could not have advantage before.

And upon ſuch Bill of Review no Witneſſes ſhall be examined to any Matters, which were or might have been examined unto upon the former Bill; but upon Oath made of ſuch new Matter diſcovered, as aforeſaid, a Bill of Review may be exhibited by leave of the Court, and not otherwiſe.

2. No

2. No Bill of Review ſhall be admitted, nor any other Bill to change Matters decreed, except the Decree be firſt obeyed and performed.

But if any Act be decreed or done, which extinguiſhes the Party's Right at Common Law, as making of Aſſurance or Leaſe, acknowledging ſatisfaction, cancelling Bonds or Evidences and the like; Or, where the Error is apparent in the Body of the Decree, as aforeſaid, The Court upon Motion may diſpenſe with the actual performance of that part of the Decree until the Bill of Review be determined.

3. No Bill of Review ſhall be allowed, except the Party that prefers it (giving notice to the Defendant therein) do firſt enter into a Recognizance with Sureties, before ſome Maſter of the Court in ordinary, of a fit Penalty in relation to the Matter decreed, for the ſatisfaction of the Coſts and Damages, if the Bill of Review be diſmiſſed. *Per Dom. Cancellar. Finch Mich. Term.* 1677.

Where Husband and Wife joyn in a Bill, which they Exhibit againſt the Defendant, for Arrears of Rent due to the Wife before Marriage, and the Wife dies before the Cauſe comes to a Hearing, and the Husband after her death brings his Bill of Reviver, and ſerves Proceſs to hear Judgment, in ſuch caſe if the Defendant be not called to Anſwer, he may have the Hearing put off.

No Appearance, or Oath is required to be made to a Bill of Reviver.

No Aſſignee can bring a Bill to Revive a Suit, or Cauſe in Equity.

An Executor (his Teſtator dying after Publication) will not be permitted by the Court to Exhibit a new Bill to make further Proofs, but ſhall be put to bring a Bill of Reviver.

Where a Feme Sole hath a Judicial Order for the ſubſtance of the Matter, and a Commiſſion to make Proofs, and afterwards ſhe is married to the Defendant, in this caſe there need no Bill of Reviver. *Per eundem eod. Termino.*

Where Money is given to a charitable uſe, The Court will Decree the ſame to be paid accordingly, with Intereſt for ſo long time as it ſhall be detained.

A Decree made upon the Statute of 43 *Eliz.* concerning charitable uſes is perpetual, and to remain in the Petty Bag; and this Court hath power to make a Decree (about Matters that concern charitable uſes) good, although it be defective, and to expound how far a Purchaſor ſhall be bound by ſuch Decree.

Where a Debt (which is a *choſe in Action*) was given for erecting a School: The Court declared, That it was a good appointment within the Statute of charitable uſes.

Where a Donor gives Lands or Goods to a charitable uſe, and doth not name any Perſon to ſell or diſpoſe of the ſame, that they may be applied according to his Gift, Commiſſioners ſhall be appointed by this Court to ſell the ſaid Lands or Goods, and to apply the Monies made thereof according to the intent of the Donor.

Lands deviſed by the Teſtator to a Corporation, for a charitable uſe, was held by the Court to be a good Deviſe, and decreed accordingly.

Where Lands lying and being in the Pariſh of *A.* in the County of *Middleſex*, are given as a charitable uſe to Build a School at *B.* in the County of *Oxon*, the Commiſſioners muſt ſit in the Pariſh where the Lands lie, and not where the School is to be erected, otherwiſe the Commiſſion will be void.

A Copyhold Eſtate is liable to be charged with a charitable uſe, as well as a Freehold Eſtate.

Where Lands were deviſed to the Parſon and Churchwardens of the Pariſh of *A.* in *London*, and to four honeſt Men of that Pariſh to ſell the ſame, and employ the Money for maintenance of the poor and charitable uſes: The Court decreed the Deviſe to be good, and that they had good Authority to ſell the ſame; Notwithſtanding it was Objected, That the Parſon and Churchwardens were not a Corporation to take Lands out of *London*, nor to ſell them for ſuch Uſes, and therefore the Deviſe was void, *Sed non Allocatur. Per Dom. Cancellar' Jeffreys Trin. Term.* 1686.

A Man deviſed, by word of Mouth, a Rent Charge, out of his Houſe in *London*, to a charitable Uſe, and employ'd a Scrivener to put his Meaning into Writing, which was done accordingly; and this was held a good Deviſe within the Statute of 43 *Eliz.* of charitable Uſes, and ſo Decreed by the Court; notwithſtanding the Objection, that a Rent cannot be Deviſed by a Nuncupative Will, and therefore the Deviſe was void. *Sed non allocatur*, for the opinion of the Court was, That a Rent might be created and granted without Deed in the Caſe of a private perſon, and therefore *a fortiori* may be Deviſed by Parol, in caſe where a charitable Uſe is concerned.

Note, A Deviſe of Money to be diſtributed amongſt twenty of the pooreſt of the Teſtators Kindred, was held by the Court to be a good Deviſe, albeit it did not appear, that the Teſtator had any poor Kindred.

Lands were given by Will to the Poor of the Hoſpital in the Pariſh of St. *L.* in *R.* for ever. And it was Objected, That the Poor were not capable to take by the Deviſe by that name, as being no Corporation; yet becauſe the Town of *R.* was In-

corporated by the Name of the Major and Burgeſſes of *R.* and ſo are capable to take Lands in Mortmain, and moreover for that they were Governors of the ſaid Hoſpital; The Court therefore for theſe Reaſons, Ordered and decreed, That the Lands, ſo deviſed, ſhould be ſetled upon, Conveyed and Aſſured unto the ſaid Major and Burgeſſes for the Maintenance of the poor people belonging to the ſaid Hoſpital.

Where Lands are given to a charitable Uſe, and the Purchaſer hath no notice of ſuch Gift, it ſhall not bind him. But if a Rent be given to a charitable uſe, to iſſue out of ſuch Lands which one hath purchaſed, without having notice of the Gift, the Purchaſor muſt pay the Rent, but is not obliged to pay any Arrears of Rent, which became due before his Purchaſe. *Per und. eod. Termino.*

Where a Leaſe was deviſed to one by Will, and out of that Leaſe ſeveral Annuities were granted to ſeveral perſons by the ſame Will, and one of the Grantees dies, and another claims his Annuity as Adminiſtrator to him, which was oppoſed by the Executors, as belonging to them; but the Court Decreed for the Adminiſtrator againſt the Executors.

An Annuity was granted to iſſue out of certain Lands of the Grantor, the Grantee exhibits his Bill in this Court to have the ſaid Lands chargeable with his Annuity, but becauſe the Lands are not chargeable at the Common Law, therefore this Court will not charge them in Equity, but Ordered and Decreed the Grantor to pay the Annuity yearly to the Grantee. *Per eundem, eodem Termino.*

Note, It was the Opinion of the Court, That Executors are not compellable in Equity to give Bond to perform the Will of the Teſtator, or to be reſponſible for the Legacies by him given; unleſs

leſs it appear to the Court, That they have either broken the Truſt in them repoſed by the Teſtator, or that they are become inſolvent ſince they took upon them the charge of Executing his Teſtament, for it is obvious that the Teſtator, at the time of his death, intruſted the Executors without Bond.

Note, Where the Teſtator conſtitutes two Executors by his Will, and one of them diſſevers, and refuſes to Act with his Companion, yet the Acts done by the other Executor ſhall be good without him both in Law and Equity.

An Executor ſhall not be charged in Equity to pay any Damages for a Treſpaſs committed by the Teſtator in his life time.

A Coexecutor ſhall not be charged in Equity, for more than comes to his hands.

An Executor exhibits his Bill in this Court againſt the Executor of his *quondam* Coexecutor to pay Moneys out of an Eſtate that came to the Defendants hands, who is not chargeable in Law with the Legacies given by the Teſtator in his Will, but the Plaintiff is (as ſurviving Executor) decreed to be liable.

Where two Executors are Decreed by the Court to pay Debts and Legacies, and the one pays them himſelf, in this caſe the other Executor ſhall (upon a Bill preferred againſt him for that purpoſe) be compelled to pay to the Plaintiff a full Moiety of what Moneys he hath diſburſed in performance of the Decree, with Coſts of Suit.

But if one Executor commits Waſt, the other Coexecutor ſhall not be charged therewith, unleſs a coactor with the other.

The like of two Truſtees.

Where there be two Executors, and the one of them intruſteth his Companion to receive all Rents, and dies, and the ſurviving Executor calls

the

the Executor of him that is dead, to Account, the Executor of a Truſtee, and he is ordered by the Court to make ſatisfaction to the Plaintiff.

Where a Bill was Exhibited againſt one as Executor of him that committed Waſt, the Defendant Demurred to it, and held good by the Court.

Note, One Executor may ſue his Companion in this Court, though he may not at Common Law.

Where there be two Executors, and a Bill is Exhibited againſt one of them in this Court to pay a Debt of the Teſtator, or ſome Legacy given by him, the Defendant ſhall be charged no further than as to what Money or Goods came to his hands.

Note, Executors ſhall pay Coſts adjudged againſt the Teſtator, if they have Aſſets in their hands.

If two Executors be ſued jointly in a Bill, yet they may be ſevered upon hearing the Cauſe.

A *Subpœna* was awarded againſt an Executor to appear and ſhew cauſe, why he ſhould not be bound by a Decree made againſt his Teſtator; and held, that he ſhould be concluded by it accordingly.

Where the ſurviving Executor exhibits his Bill in this Court againſt the Executor of his *quondam* Coexecutor, and alſo where there is a great Eſtate come to the Executor of the ſaid Coexecutor, which was not diſpoſed of by his Teſtator; the Court was of opinion, That this laſt Executor ſhall not have it, but it ſhall be diſtributed among the Kindred and Relations of the Teſtator, or elſe to charitable Uſes.

The Court alſo ordered, That this Executor of an Executor ſhould account upon Oath, and that he ſhould be Examined likewiſe upon Interrogatories

ries to diſcover the Eſtate that came to his hands.
r eadem, eodem Termino.

An Order for the Plaintiff to take out a Commiſſion to examine aged and infirm Witneſſes, de bene eſſe.

Maſter of the Rolls,
Sir John Franklyn,
Sir John Hoskins.

lartis 15° Die Decembris, Anno Regni Gulielmi Tertij Regis Octavo, Inter C. B. Arm' & al Quer' Pl' B. & al Defendentes.

UPon Motion this day, made unto this Court by Mr. *Brotherton*, being of the Plaintiffs ouncel; it was alledged, That the Plaintiffs have veral material Witneſſes in this Cauſe, who are ry Aged and Infirm, and not likely to live to examined in ordinary courſe, as by Affidavit ppears; and therefore it was prayed, That the laintiff may be at liberty to take out a Commiſſion, for Examination of his Aged and Infirm Witneſſes *de bene eſſe*: Which is Ordered accordgly.

An Order to Amend a Bill paying Twenty ſhillings Coſts.

At the Rolls.
Maſter of the Rolls,
Sir Miles Cooke,
Sir John Franklyn.

Veneris ſexto Die Februarij Anno Regni Regis & Reginæ Gulielmi & Mariæ ſecundo, Inter W. E. Quer' S. G. Arm' Def.

UPon opening of the Matter, this preſent day unto this Court, by Mr. *Coulding*, being of the Plaintiffs Councel; it was alledged, That the Plaintiff, ſince the Exhibiting his Bill in this Court againſt the Defendant, is adviſed to amend the ſame; it was therefore prayed, that the ſaid Plaintiff may be at liberty to amend his Bill, paying Twenty ſhillings Coſts: Which is ordered accordingly.

An Order to amend a Bill without payment of Coſts.

Mr. Baron Turton,
Sir Lacon William Child.
Sir Miles Cooke.

Lunæ decimo Die Decembris Anno Regni Regis & Reginæ Gulielmi & Mariæ ſexto, Inter J. C. & ux' Quer' B. L. & al. Def.

UPon Motion this day, made unto this Court by Mr. *Penton*, being of the Plaintiffs Councel; it was alledged, That the ſaid Plaintiff ſince the Exhibiting their Bill in this Court againſt

e Defendants, find the ſame defective; and the id Defendants not having yet anſwered the ſaid ill; It was therefore prayed, That the ſaid Plaintiffs ay be at liberty to amend their ſaid Bill with- it Coſts: Which is Ordered accordingly, the ſaid laintiffs amending the Defendants Copy of the id Bill.

The like Order upon Petition to the Maſter of the Rolls.

Martii 26 die Maij Anno Regni Gulielmi tertij Regis Octavo Inter F. R. *Quer'* W. S. *& alios Def.*

UPon the Plaintiffs humble Petition, this day, preferred to the Right Honourable the Maſter of the Rolls, for the Reaſons therein contained; it is ordered, That the Plaintiff be at Liberty to add *J. W.* a Party to this Bill, with apt words to charge him.

An Order to admit the Defendant to defend his Suit in this Court *in forma pauperis*, and to aſſign him Councel, and a Six Clerk.

Sabbati 2 die Decembris Anno Regni Regis & Reginæ Gulielmi & Mariæ quinto, inter G. H. *Quer'* T. H. *Def.*

THE Defendant, in reſpect of his Poverty, whereof Affidavit is made, is this day admitted, by the Right Honourable the Maſter of the Rolls, to defend this Suit in this Court *in forma Pauperis*, and Mr. *Jones* and Mr. *Gibbons* are aſſigned for his Councel, and Mr. *Bridges* for his Six Clerk.

An Order to assign Guardians for a Lunatick to answer a Bill, and defend a Suit in this Court.

Martis 14 die Januarij Anno Regni Regis & Reginæ Gulielmi & Mariæ primo, Inter J. N. T. S. & al' *Quer'* J. W. *Lunaticum Def.*

UPon consideration, this present day, had by the Right Honourable the Master of the Rolls of the Defendants humble Petition, shewing that the Plaintiffs having Exhibited their Bill, into this Court, against the Defendant, the last Term, to which he hath appeared. And for that the Defendant is a Lunatick, (as by Affidavit appears) and cannot Answer the Plaintiffs Bill, nor defend this Suit, without a Guardian, to be for that purpose assigned; It is Ordered, That *H. W.* and *W. D.* be assigned for his Guardians, to answer the Plaintiffs Bill, and defend this Suit, and Notice is forthwith to be given to the Plaintiffs Clerk in Court.

An Order to confirm a former Order.

Lord Keeper.

Veneris 25 die Maij Anno Regni Regis & Reginæ Gulielmi & Mariæ sexto, Inter L. B. *Quer'* H. B. *Arm' Def.*

WHereas by an Order of the Twenty first of *May* instant, for the Reasons therein contained; it was Ordered, That the Plaintiff should produce, and bring his Cause to an Hearing some

ne the next Term, or in default thereof, the aintiffs Bill was from thenceforth to ſtand abſo-ely diſmiſſed out of this Court, with coſts to taxed by a Maſter of this Court, unleſs the aintiff, or his Clerk in Court having notice ereof ſhould on this day ſhew good cauſe to the ntrary. Now, upon Motion this day made un-this Court by Mr. *Barlee*, being of the Defen-nts Councel; it was alledged, That due notice s given of the ſaid Order, as by Affidavit now oduced appears; and that no cauſe hath been ew'd to the contrary thereof: It was therefore ayed, at the riſing of the Court, That the ſaid rder may be made abſolute, which this Court ld reaſonable, and doth Order the ſame ac-rdingly.

An Order for the Plaintiff to amend his Bill, and to put off the Cauſe, from being heard, until the next Term, and to continue the Injunction in the Cauſe, and to ſtay Publication.

Lords Commiſſioners.

abbati 15 *die Novembris Anno Regni Regis & Reginæ Gulielmi & Mariæ ſecundo Inter* W. E. *Quer'* S. G. *Def.*

WHereas by an Order of the Tenth of *July* laſt paſt, it was Ordered, That an Injun-ion ſhould be awarded for ſtay of the Defendants urther Proceedings at Law, upon the Bond and Notes therein mentioned, until the hearing of the Cauſe, which the Plaintiff was to procure to be heard, the then next, and now preſent Term, if ot hindred by the Defendant. Now upon Mo-ion, this day, made unto this Court, by Mr. *Fil-*

mer,

mer, being of the Plaintiffs Councel, it was a
ledged, That the Plaintiff was ready to ſet dow
the Cauſe for hearing this Term, purſuant to th
ſaid Order, but is ſince adviſed to make the Ex
cutor or Adminiſtrator of *R. B.* a party to his Bill
and is willing to hear the Cauſe the next Term
It was therefore prayed, That the Injunction ma
be continued till the hearing of the Cauſe; where
upon, and upon reading an Affidavit of Notice o
this Motion, it is Ordered, That the Plaintiff b
at Liberty to amend his Bill, and make the Execu
tor or Adminiſtrator of *R. B.* a Party to the Bill
and that the hearing of this Cauſe be put off t
the next Term, and the Injunction in this Cau
be continued in the mean time, and Publicatio
is alſo in the mean time hereby ſtayed.

*An Order for a Subpœna to be awarded for the De
fendant to Rejoin, and for Publication to paſs i
the Cauſe.*

Maſter of the Rolls.

*Lunæ 29 die Septembris Anno Regni Regis & Regin
Gulielmi & Mariæ ſecundo, Inter* W. E. *Quer* S
G. *Def.*

UPon the Plaintiffs humble Petition this da
preferred to the Right Honourable the Ma
ſter of the Rolls, for the reaſons therein, and th
Affidavit thereunto Annexed, contained; It is Or
dered, That a *Subpœna* to Rejoin be awarded a
gainſt the Defendant, retornable *immediate*, an
that leaving the ſame with the ſaid Defendant
Clerk in Court be deemed good Service of th
ſaid Defendant; and Publication is to paſs in thi
Cauſe the firſt day of *November* next, whereof th
Defen

Defendants Clerk in Court, or Agent is forthwith to have perſonal Notice, or elſe the ſaid Plaintiff is to have no benefit of this Order.

An Order for a Commiſſion to take the Pleas, Anſwers or Demurrers of the Defendants, but not to Demurr alone.

Maſter of the Rolls.

Lunæ 4° die Junij Anno Regni Regis & Reginæ Gulielmi & Mariæ ſexto, Inter R. S. *Quer'* G. P. *& uxor' & al Def.*

UPon conſideration, this preſent day, had by the Right Honourable the Maſter of the Rolls of the Defendants humble Petition, for the reaſons therein contained; it is Ordered, That the Defendants be at liberty to take out a Commiſſion to take their Pleas, Anſwers or Demurrers to the Plaintiffs Bill, retornable *ſine dilatione.* But the ſaid Defendants are not to Demurr alone.

An Order to ſet down the Defendants Demurrer to be Argued.

Lords Commiſſioners.

Veneris 2° die Septembris Anno Regni Regis & Reginæ Gulielmi & Mariæ quarto, Inter T. E. *& Uxor' Quer'* T. L. *Arm' Def.*

UPon conſideration, this preſent day, had by the Right Honourable the Lords Commiſſioners for the Cuſtody of the Great Seal of *England*, of the Plaintiffs humble Petition, for the reaſons therein contained; it is Ordered, that the Defendants Demurrer put in to the Plaintiffs Bill be

ſet down to be argued on the firſt day of [illegible] and Demurrers, before the next Term.

An Order to take an Affidavit off from the File, and Amend the ſame.

Maſter of the Rolls.

Jovis 28 *die Novembris Anno Regni Regis & Reginæ Gulielmi & Mariæ primo, Inter* J. L. *Quer'* T. L. *& J. M. Def.*

UPon conſideration this preſent day, had by the Right Honourable the Maſter of the Rolls, of the Plaintiffs humble Petition, ſhewing, That the Plaintiff having preferred his Bill in this Court, praying that he may examine Witneſſes to the Will of *E. M.* of the City of *London* Widow deceaſed, for the preſervation of their Teſtimony; and the Plaintiff being adviſed, that it was neceſſary to make Affidavit of the Age and Infirmity of the ſaid Witneſſes, the Plaintiff being informed, That Mr. *John T.* was one of the ſaid Witneſſes to the ſaid *Will*, and above ſixty years of Age, the Plaintiff did accordingly make ſuch Affidavit the Four and twentieth day of *October* laſt, and filed the ſame the twentieth day of this Inſtant *November*, but it proves the ſaid *T.* his Chriſtian name is *Edward*, therefore that the ſaid miſtake may be certified; it was prayed, That the ſaid Affidavit may be taken off the File, that the Plaintiff may amend the ſame, which is ordered accordingly, whereof the other ſide is forthwith to have Notice.

An Order for an Injunction to ſtay Proceedings at Law, till the Defendant ſhall directly Anſwer the Plaintiff's Bill, but in caſe of Iſſue joyned at Law, the Defendant to Try the Cauſe at the Aſſizes, but Judgment and Execution to be ſtayed.

Lord Keeper.

Mercurii 25 die Junii Anno Regni Regis Gulielmi Tercii octavo, Inter T. C. *Quer'* R. C. *Def.*

UPon opening the Matter this preſent Day unto this Court, by Mr. *Johnſon*, being of the Plaintiff's Council: It was alledged, That the Plaintiff having exhibited his Bill into this Court againſt the Defendant, to be relieved for the Matters therein contained, and the Defendant having appeared thereto, hath for delay craved a Commiſſion to anſwer in the Country, and yet in the mean time Proſecutes the Plaintiff at the Common Law, for the Matters here complained of: And therefore it was prayed, That an Injunction may be awarded againſt the ſaid Defendant, for ſtay of his further Proceedings at Law for the Matters aforeſaid, until the ſaid Defendant ſhall directly anſwer the Plaintiff's Bill, and this Court take other Order to the contrary; which is ordered accordingly. But if Iſſue is, or can be joyned at Law, the Defendant is at liberty to proceed to Tryal the next Aſſizes, but Judgment and Execution are ſtayed.

An Order for awarding an Injunction to ſtay proceeding at Law, till the Defendant appear to, and put in his Anſwer to the Plaintiff's Bill.

Lord Keeper.

Mercurij 29 die Julij Anno Regni Gulielmi tercij Regis octavo, Inter J. L. *Quer'* T. S. E. A. *Arm' & Uxor' Def.*

FOraſmuch as this Court, was, this preſent day informed by Mr. *Hind*, being of the Plaintiff's Council, That the Defendants being ſerved with Proceſs to appear, and anſwer the Plaintiff's Bill, refuſe ſo to do, but ſit an Attachment in Contempt of the Court, and yet in the mean time Proſecute the Plaintiff at Law, for the Matters here in queſtion: It is thereupon Ordered, That an Injunction be awarded againſt the ſaid Defendants for ſtay of their further Proceedings at Law againſt the Plaintiff for the Matters here in queſtion, till the ſaid Defendants ſhall anſwer the Plaintiff's Bill, cleared their ſaid Contempt, and this Court take other Order to the contrary; but the Defendants are at liberty to call for a Plea, and proceed to Tryal thereon, and for want of a Plea to enter up Judgment, but Execution is hereby ſtaied.

An Order to diſſolve an Injunction, unleſs good Cauſe be ſhewed to the contrary, on the ſecond Seal after the Term.

Maſter of the Rolls.

Mr. Keck.
Sir Rich. Holford.

Lunæ 10 *die Februarij Anno Regni Regis Gulielmi tercij ſeptimo, Inter* J. H. *& al' Quer'* V. N. *&* N. G. *Def.*

WHereas the Plaintiff obtained an Injunction for ſtay of the Defendants Proceedings at Law, till anſwer and further Order to the contrary: Now, upon Motion this day made unto this Court by Mr. *Nailar*, being of the Defendants Council: It was alledged, That the ſaid Defendants have put in a full and perfect Anſwer to the Plaintiff's Bill, and thereby denied the whole Equity thereof: It was therefore prayed, That the ſaid Injunction may ſtand diſſolved, which is ordered accordingly, unleſs the Plaintiff's Clerk in Court, having notice thereof, ſhall on the ſecond Seal this Term, ſhew unto this Court good cauſe to the contrary.

An Order that Proceſs, returnable immediately, do Iſſue forth, to compel the Defendant to Anſwer the Plaintiff's Bill.

Maſter of the Rolls.

Sabbati 25 *die Julij Anno Regni Gulielmi tercij Regis octavo, Inter* T. N. *Quer'* J. F. *Gen' & alios Def.*

UPon the Plaintiffs humble Petition this day preferred to the Right Honourable the Ma-

ſter of the Rolls, for the Reaſons therein, and in the Affidavit thereto annexed, contained: It is ordered, That Proceſs returnable immediate do Iſſue forth againſt the ſaid Defendant *J. T.* to compel him to anſwer the Plaintiffs Bill.

An Order to fix the Return of the Plaintiff's Commiſſion, and to ſtay Publication of the Cauſe.

Maſter of the Rolls.

Jovis primo die Aprilis Anno Regni Regis Gulielmi tercij nono, Inter R. B. *Quer'* C. S. *& Uxor' Def.*

UPon the Plaintiffs humble Petition this day preferred to the Right Honourable the Maſter of the Rolls, for the Reaſons therein contained: It is ordered, That the Plaintiff's Commiſſion for Examination of Witneſſes in this Cauſe, be returnable *ſine Dilatione*, and that the ſaid Plaintiff have time until the ſecond or third day in the next Term for returning of his ſaid Commiſſion, and in the mean time Publication is hereby ſtaied, whereof Notice is forthwith to be given to the other ſide.

An Order to Settle a Commiſſion.

Maſter of the Rolls.

Mercurii tertio die Julij Anno Regni Regis Gulielmi tercij ſeptimo, Inter R. G. *Quer'* G. G. A. G. *& L.* S. *Def.*

UPon conſideration, this preſent day, had, by the Right Honourable the Maſter of the Rolls of the Plaintiffs humble Petition, ſhewing, That the Defendants were to name, and ſtrike Com-

Commiſſioners Names by the firſt Seal after *Michaelmas* Term laſt, which they did not do, but appearing by two Clerks have ſince joyned ſeverally, and by each Clerk named four Commiſſioners, and the Plaintiff hath ſtruck out two of each, and the Plaintiff hath named only four Commiſſioners, and the Defendants will not agree which to ſtrike, ſo that the Plaintiff cannot proceed to examine his Witneſſes: It is therefore ordered, That *W. A.* and *J. G.* do ſtand Commiſſioners for the Plaintiff, and that a Commiſſion do Iſſue accordingly, whereof the Defendants Clerks in Court are forthwith to have perſonal Notice.

An Order for the Defendant to Rejoyn, both ſides to Examine their Witneſſes, Publication to paſs, and the Plaintiff to ſet down the Cauſe to be heard.

Maſter of the Rolls,

Sir Lacon Willam Child,
Sir Miles Cook.

Jovis quarto die Julij Anno Regni Gulielmi tercij Regis ſeptimo, Inter Henricum Frederick Thyn Armigerum Querentem, Annam Howard Infantem per Guardianum & alios Defendentes.

UPon opening the Matter this preſent day unto this Court, by Mr. *Werden* of the Plaintiff's Council: It was alledged, That the Plaintiff having exhibited his Bill in this Court againſt the Defendants, they have put in their Anſwers thereto, and the Plaintiff hath replied, That this is a Town Cauſe, and only a Truſt for the Defendant *Howard*, and the Queſtion is only touching Intereſt or not Intereſt; And therefore it was prayed, That ſervice of a *Subpœna* to rejoyn,

retornable immediate on the Defendant's Clerk in Court, may be deemed good ſervice of the ſaid Defendant, and that both ſides may examine their Witneſſes this Vacation, and that Publication may paſs in this Cauſe the firſt day of the next Term, and that the Plaintiff may be at liberty, in the mean time, to ſet down the cauſe to be heard ſome time the ſame Term; Which this Court, upon producing an Affidavit of notice of this Motion, held reaſonable, and doth order the ſame accordingly.

An Order to award an Injunction againſt the Defendant (who is an Adminiſtratrix) to ſtay her aſſigning any of the Inteſtates Bonds, and that ſhe do not acknowledg any Judgments of the Inteſtate's Eſtate, till ſhe Anſwer the Plaintiff's Bill, and other Order to the contrary.

At the Rolls.
Maſter of the Rolls.
Sir Miles Cooke.

Lunæ ſexto die Maij Anno Regni Gulielmi tercij Regis ſeptimo, Inter Jacobum Lapley filium Jacobi Lapley defuncti Quer' Mariam Lapley Relict' Jacobi Lapley defuncti, & Adminiſtratricem dicti Jacobi Lapley Def.

UPon opening the Matter, this preſent day, unto this Court, by Mr. *B.* being of the Plaintiff's Council: It ws alledged, That the Plaintiff, and the ſaid *J. L.* ſenior being Partners in Trade, the Plaintiff was bound with him in divers Bonds of great Penalties; and the ſaid *James Lapley* being dead, the Defendant has taken out Letters of Adminiſtration, and poſſeſſed his Eſtate, and hath paid ſeveral Sums to Perſons, to whom he Plaintiff

was not bound, and intends to pay more, but uſes to pay any, for which the Plaintiff was und, or to give him any Accompt of the Inſtate's Eſtate; To be relieved wherein, the aintiff hath exhibited his Bill into this Court, d the Defendant being ſerved with Proceſs to pear and anſwer the ſame, hath appeared acrdingly, but for delay hath craved time to anwer, and yet, in the mean time, acknowledges veral Judgments, and Aſſigns ſeveral Bonds, hich belong to the Inteſtate's Eſtate: And therere it was prayed, That an Injunction may be warded againſt the ſaid Defendant, to ſtay her ſigning any of the Inteſtate's Bonds, and to enyn her not to acknowledge any Judgments to ſſert the Inteſtate's Eſtate, till the ſaid Defendant all Anſwer the Plaintiff's Bill, and this Court ake other Order to the contrary: Which is ordered accordingly.

An Order that one of the Defendants be at liberty to put in her Anſwer to the Plaintiff's Bill ſeperate, and without her Husband.

At the Rolls.
Maſter of the Rolls.

Sabbati 17 die Novembris Anno Regni Gulielmi & Mariæ Regis & Reginæ ſexto, Inter Johannem, Janam & Annam Hooton Infant' per Guardian' Quer' Richardum Golding & Johannam uxorem ejus, & alios Def.

UPon the humble Petition of the Defendant *Johanna*, the Wife of *Richard Golding*, this day preferred to the Right Honourable the Maſter of the Rolls, for the Reaſons therein contained: It is ordered, That the ſaid Defendant *Johanna*

hanna be at liberty to put in an Anſwer to t
Plaintiff's Bill ſeparate, and without her ſa
Husband.

*An Order for the Plaintiff to Examine one of t
Defendants as a Witneſs, in regard he is no w
concerned in point of Intereſt, and may be a ma
rial Witneſs for the Plaintiff.*

Maſter of the Rolls.

Mr. Kecke.
Sir Rich. Holford.

*Jovis ſeptimo die Maij Anno Regni Regis Guliel
tercij octavo, Inter Richardum Browne Armig' Qu
Tomam Hayes, Johannem Reynolds & Thom
Poore Gen' Def.*

UPon Motion this day made unto this Cou
by Mr. *Bucke*, being of the Plaintiff's Coun
cil: It was alledged, That the Defendant *Poo
is no ways concerned in point of Intereſt, an
will be a material Witneſs for the ſaid Plaintiff i
this Cauſe; Itwas therefore prayed, That the ſa
Plaintiff may be at liberty to examine the ſa
Thomas Poore as a Witneſs for him in this Cau
de bene eſſe; which is ordered accordingly: Savin
to the other ſide all juſt Exceptions.

An Order for the Plaintiff to amend his Bill, in ſuch ſeveral particular Points as are mentioned in his Petition.

Maſter of the Rolls.

Octavo die Decembris Anno Regni Regis & Reginæ Gulielmi & Mariæ ſexto, Inter Henricum Webb Quer' Katherinam Webb & al' Def.

Upon the Plaintiff's humble Petition this day preferred to the Right Honourable the Maſter of the Rolls, for the Reaſons therein contained his Honour doth Order, That the Plaintiff have liberty to alter the name of the Defendant *Robert Bodingtons* Wife, and to make it *Dorothy*; and to make Sir *John Foch* and his Wife Parties to the Bill; and to put in the Addition of Sir *Thomas Foch*'s Title; and to ſtrike out the names of *Aldridge* and *Carey*, and *William Coward*, and to make *Gregory Alford* and his Wife Parties; and to ſtrike out *Abigail Strong*, the Wife of *Goodall Strong*, *William Strong*, *Dorothy Strong* and *Thomas Strong*, Defendants to the ſaid Bill; and to charge the Matter of Contempting the Adminiſtration, *quoad* the Statute in Queſtion, to the Defendant *Katherine Webb*; and to alter the ſaid Matters, both as to *Richard Goodwin*'s Agreement with the ſaid *Katherine Webb*, and all other the Matters aforeſaid by ſuch apt words as the Plaintiff ſhall be adviſed, as by the ſaid Petition is deſired: The Plaintiff requiring no new Anſwer of the Defendant *Katherine*, and the other Defendants having not yet appeared to the Bill, nor anſwered the ſame.

An

An Order to award a Special Injunction to restrain of the Defendants, and all Persons claiming him, their Attorneys, Sollicitors and Agents proceeding at Law against the Plaintiff, touch any Matters contained in his Bill.

Lord Keeper.

Veneris undecimo die Octobris Anno Regni septimo lielmi Domini Regis tercij, Inter Samuelem Rew generosum Quer. Willielmum Halford, Militem Dominam Franciscam uxorem ejus, Carolum Hal Armigerum, Willielmum Massey generosum, & Def.

Forasmuch as this Court was this day inform by Mr. *Collins*, being of the Plaintiff's Cou cil, that the Plaintiff having exhibited his Bill to this Court against the Defendants to be relie touching the Matters therein contained, and t Defendants being served with Process to appe and answer the same: The Defendants Sir *Willi Halford* and his Lady, and Mr. *Massey* have a peared thereto, and craved a Commission to A swer in the Country, and the other Defendan have also appeared, but not answered, and in t mean time the Defendants Sir *W. H.* and other P sons claiming under him, have made divers Entr and Distresses upon the Premisses in Questio It is thereupon ordered, That an Injunction awarded to restrain the Defendant Sir *William Ha ford*, and all Persons claiming by, from or und him, their Attorneys, Sollicitors and Agents fro proceeding at Law against the Plaintiff for, touching any the Matters here in Question, un the Defendants shall directly answer the Plaintif Bill, and this Court take other Order to the co

tra

y. But the Defendants are at liberty to call for ea, and to proceed to Tryal thereon, and for t of a Plea to enter up Judgment; but Execu- is hereby ſtaied.

An Order to ſet down a Cauſe to be reheard, upon depoſiting Ten pounds with the Regiſter.

Lord Keeper.

ne 12. die Novembris Anno Regni Regis & Reginæ Willielmi & Mariæ ſexto, Inter Franciſcam Vaughan Infantem per Dorotheam Vaughan prochin Amy Quer. Willielmum Turner Militem & Annam uxorem ejus, Elizabetham Turner & alios Def. ac inter dictam Franciſcam Vaughan per Willielmum Turner Militem, Prochin Amy Quer. Dorotheam Vaughan, Johannem Lewis, Johannem Edwards, Silvanum Vaughan, Edwardum Lewis, & alios Def.

UPon the humble Petition of the Plaintiff *Frances Vaughan*, this day preferred to the ght Honourable the Lord Keeper of the Great al of *England*, for the Reaſons therein contain- d: It is ordered, That upon the Plaintiff's de- oſiting Ten pounds with the Regiſter, within a Week, theſe Cauſes be ſet down to be rehard, on he fourth day of Cauſes in the next Term; and hat all proceedings be in the mean time ſtaied, hereof Notice is forthwith to be given to the he ſide.

The ſaid Plaintiff hath this 19 day of *November*, 694. depoſited the ſaid Ten pounds.

Geo. Edwards Deput. Regiſtr.

An

An Order to award an Attachment and Proclamation to enforce the Defendant to Answer.

At the Rolls.
Master of the Rolls.

Lunæ 17 die Februarij Anno Regni octavo Willi... Domini Regis tercii, Inter Annam Demus Quer. ... mundum Bolter Arm. & alios Def.

UPon the Plaintiff's humble Petition, this ... preferred to the Right Honourable the M... ster of the Rolls, for Reasons therein, and in ... Affidavit thereto annexed, contained: It is ... dered, That an Attachment be awarded agai... the Defendant *Bolter* returnable immediate, to ... force him to answer the Plaintiff's Bill, and t... after the return of the said Attachment, Proc... of Proclamation with Attachment, do Issue ... gainst the said Defendant *Bolter*, returnable i... mediate for the purpose aforesaid.

An Order that the Plaintiffs be at liberty to ame... their Bill, and insert such new Matter there... as they shall be advised without Costs, they ... mending the Defendants Copy.

At the Rolls.
Master of the Rolls.

Jovis septimo die Maij Anno Regni Gulielmi ter... Regis octavo, Inter Elizabetham Dagnall & Kath... rinam Dagnall Infantes per Richardum Dagnall pro... ximum Amicum Quer' Robertum Dodd Def.

UPon the Plaintiff's humble Petition, this da... preferred to the Right Honourable the M... ste...

of the Rolls, for the Reaſons therein con-
ed: It is ordered, That the Plaintiffs be at
ty to amend their Bill, and inſert ſuch new
er therein as they ſhall be adviſed, with-
Coſts, they amending the Defendants Copy.

n Order to diſmiſs the Plaintiff's Bill, upon Payment of Coſts, in regard he is adviſed to proceed no further thereon, and for that there have been no further proceedings than Bill and Anſwer.

Maſter of the Rolls.

Sir Miles Cooke.
Sir John Franklyn.

nis tercio die Novembris Anno Regni octavo Willi-mi Domini Regis tercij, Inter Henricum Tindal ur. Joſephum Webb Def.

Pon Motion this day made unto this Court by Mr. *Turner*, being of the Plaintiff's Coun-
It was alledged, That the Plaintiff, ſince
xhibiting his Bill into this Court againſt the
ndant, is adviſed not to proceed any further
on: Wherefore, and for that there have been
urther proceedings in this Court than Bill and
wer, it was prayed, that the Plaintiff's Bill
be diſmiſſed out of this Court, upon pay-
t of Twenty ſhillings Coſts unto the Defen-
, or his Clerk in Court; which is ordered
rdingly.

An Order to award Proceſs of Contempt againſt Defendant to enforce them to appear, and put their Anſwer.

Maſter of the Rolls.

Sabbati 12 die Maij Anno Regni Gulielmi & Ma Regis & Reginæ ſexto, Inter Thomam S. Que B. Arm. & J. F. & alios Def.

UPon the Plaintiff's humble Petition, this c preferred to the Right Honourable the M ſter of the Rolls, for the Reaſons therein co tained: It is ordered, That Proceſs of Conte be awarded againſt the ſaid Defendants B. and returnable immediate, to enforce them to appe unto, and anſwer the Plaintiff's Bill.

An Order to ſet down Exceptions to a Maſter's port to be argued.

Lord Keeper.

Veneris quarto die Maij Anno Regni Regis & Regi Willielmi & Mariæ ſexto, Inter Edmundum Cha Quer. Richardum Yallop Def.

UPon the Defendants humble Petition, th day preferred to the Right Honourable t Lord Keeper of the Great Seal of *England*, f the Reaſons therein contained: It is ordered, Th the Exceptions taken by the Plaintiff, to Sir J *Hoskins* his Report made in this Cauſe, dated th 28 day of *February* laſt, be ſet down to be argue on *Wedneſday* the 16 of *May*, Inſtant, where notice is forthwith to be given to the other ſide

An Order that the Defendants have till the next Term to put in their Answer, upon entring their Appearance with the Register, and in the mean time all Process of Contempt to be staied.

Master of the Rolls.

Veneris 20 die Julij Anno Regni Regis & Reginæ Gulielmi & Mariæ sexto, Inter Franciscum Lepipre & al' Quer' Jacobum Pollet & Josephum Collins Def.

UPon the Defendants humble Petition, this day preferred to the Right Honourable the Master of the Rolls, for the Reasons therein contained: It is ordered, That the Defendants have time till *Michaelmas* Term next, to put in their Answer to the Plaintiff's Bill, upon entring their Appearance with the Register, by their Clerk in Court, as on an Attachment, and that in the mean time all Process of Contempt, for want thereof be staied.

The Register's Certificate of the Entry of the Defendant's Appearance.

The said Defendants *James Pollet* and *Joseph Collins*, have this day entred their Appearance with the Register, as on an Attachment, by Mr. *Conset* their Clerk in Court, pursuant to the aforesaid Order, this being the 21 day of *July* 1694.

Edw. Goldesbrough.

An Order for Publication to pass peremptorily on the first day of the next Term, and the Cause be set down to be heard some time after.

Master of the Rolls.

Veneris 23 die Novembris Anno Regni Gulielmi Mariæ Regis & Reginæ sexto, Inter Johannem Gle & uxor' Robertum Mattlelan & uxor' Quer' Robertum Hide Def.

UPon the Plaintiffs humble Petition, this d preferred to the Right Honourable the M ster of the Rolls, for the Reasons therein co tained: It is ordered, That Publication do p remptorily pass in this Cause, on the first day the next Term, and that in the mean time, t Plaintiff be at liberty to set down the Cause to heard before his Honour, some time the ne Term, whereof the Defendants Clerk in Court forthwith to have personal notice.

An Order that the Plaintiff have liberty to amend her Bill, unto which one of the Defendants hath Demurred, but the other hath not appeared, but in Contempt for want thereof; the Plaintiff paying 20 s. Costs.

At the Rolls.
Master of the Rolls.
Sir Miles Cooke,
Sir John Franklyn.

Veneris nono die Nov. Anno Regni Gulielmi & Mariæ Regis & Reginæ sexto, Inter Martham Buckinstem per Guardian. Quer. Danielem Shancke & Johannem Bewe Def.

UPon Motion this day made unto this Co by Mr. *Young*, being of the Plaintiff's Coun

was alledged, That the Plaintiff having exhibi-
d her Bill into this Court againſt the ſaid Defen-
nts, The Defendant *Shaucke* hath put in a De-
urrer thereto, but the Defendant *Bewes* hath not
ppeared thereto, but is in Contempt for want
hereof, and the Plaintiff is adviſed to amend her
ill, and therefore it was prayed, That the Plain-
iff may be at liberty to amend her Bill, on pay-
ent of Twenty ſhillings Coſts to the Defendant
haucke in reſpect thereof; which is ordered ac-
ordingly.

An Order by conſent, for the Defendants forthwith to Rejoyn, and Publication to paſs the next Term, and that the Cauſe be ſet down to be heard, and all the Defendants to appear gratis *to hear Judgment upon ten days notice.*

Lord Keeper.

Veneris 20 die Auguſti Anno Regni Regis Gulielmi tertij ſeptimo, Inter Samuelem Jones Quer. Robertum Seers & Mariam uxorem ejus & Carolum Trinewell Def.

IT is this preſent day ordered by and with the conſent of all the ſaid Parties, Plaintiff and the Defendants, and their reſpective Clerks in Court, That the ſaid Defendants do forthwith Rejoyn, and that Publication do peremptorily paſs in this Cauſe on the firſt day of *Mich.* Term next, and that in the mean time the Plaintiff is at liberty to procure this Cauſe to be ſet down to be heard ſome time in the ſame *Mich.* Term, at which hearing all the ſaid Defendants do agree and conſent to appear *gratis*, to hear Judgment upon ten days notice in writing to their Clerk in Court.

An Order for an Injunction to prevent committing of Waſt.

Lunæ ſecundo die Maij Anno Regni Regis & Reginæ Gulielmi & Mariæ Quarto Inter J. J. *in Medicinis Doctorem Quer'* D. A. *Ar' & al' Def.*

UPon opening of the Matter this preſent day unto this Court by Mr. *Powel*, being of the Plaintiffs Council; It was alledged, That the Plaintiff holds by Leaſe two Meſſuages in great *S.* ſtreet within the Liberty of *Weſtminſter* for a term of years yet to come at the yearly rent of Eleven pounds eleven ſhillings payable to *J. T.* Eſq; and the Earl of *S.* or one of them in whom the Inheritance thereof is veſted, one of which Meſſuages the Plaintiff by Indenture of Leaſe dated the ſecond day of *May*, 1682. did deviſe to one *T. F.* Eſq; ſince deceaſed for a term of years yet unexpired at the Rent of Forty pounds *per Annum* thereby reſerved payable to the Plaintiff, and that the ſaid *T. F.* in his life time or *A.* his Relict ſince his death either aſſigned their Intereſt in the ſaid Leaſe to the Defendants *M. H.* and *D. V.* or one of them or permitted them to enjoy the ſame as Under-tenants to them the ſaid *F.* and *A.* or one of them; and the Defendant *U.* endeavours to get of the Plaintiff an abatement of Rent and an allowance for Taxes and Repairs for the ſaid Houſe which the ſaid Plaintiff refuſed being no ways obliged thereto by Covenants in the ſaid Leaſe whereupon the ſaid Defendant *V.* hath often threatned to pull down, and carry away the Wainſcot which is put up and fixed in the ſaid Houſe as by Affidavit appears, which if the Defendants ſhould do, would make the Plaintiff liable to treble damages and forfeit his Leaſe in the ſaid Houſe to

he ground Landlord thereof, and the Defendants re in contempt for want of an Anſwer; it was herefore prayed, That an Injunction might be warded againſt the ſaid Defendants for ſtay of heir committing any waſt or ſpoil upon the ſaid remiſſes, which is Ordered accordingly. *Intr'*

An Order that the Defendant have farther time to put in his Anſwer, upon entring his appearance with the Regiſter in regard the Bill requires the ſetting forth of ſeveral Court Rolls, Terrars, and other antient Writings, which require time to be peruſed.

Mercurij 3° die Auguſti Anno Regni Regis & Reginæ Gulielmi & Mariæ quarto W. F. *al' Quer'* W. L. *Ar' Def.*

UPon the Defendants humble Petition this day preferred to the Right Honourable the Maſter of the Rolls, ſhewing that the Defendants Clerk in Court was lately ſerved with a *Subpœna ret' immediat'* to make a better Anſwer to the Plaintiffs Bill, whereas the Plaintiffs Bill requireth to have the Defendant ſet forth divers antient Court Rolls, Terrars and other Writings which will require time to peruſe, and his Councel are not in Town; it is Ordered, That the ſaid Defendant have time to put in his Anſwer till the firſt day of the next Term upon the ſaid Defendants entring his appearance with the Regiſter by his Clerk in Court in a Week, of which Notice is forthwith to be given to the other ſide.

An Order to discharge a former Order irregularly obtained.

Veneris 6° die Novembris Anno Regni Gulielmi & Mariæ Regis & Reginæ tertio Inter R. L. *Quer'* L. E. *&* R. F. *Def.*

At the Rolls.
Master of the Rolls,
Sir Miles Cooke,
Sir Lacon William Child.

WHereas by an Order of the One and twentieth of *August* last, made upon the Plaintiffs Petition for the reasons therein contained; it was Ordered that the Defendants Clerk in Court should join and strike Commissioners Names with the Plaintiff in a Week or in default thereof the Plaintiff was at liberty to take out a Commission *ex parte* whereof Notice was forthwith to be given to the Defendants Clerk in Court, or Agent, or in default thereof the Plaintiff was to have no benefit of that Order, now upon opening the matter this day unto this Court by Mr. *Filmer* being of the Defendants Council, It was Alledged that the said Order was irregularly obtained, for that the Plaintiffs Bill was then dismissed, and therefore it was prayed, that the said Order may be discharged, whereupon, and upon hearing of Mr. *Wilkinson*, being of the Plaintiffs Council and what was alledged on either side; it was ordered that the said Order of the Twenty first of *August* last be discharged.

An

An Order for a Commission de bene esse.

Master of the Rolls.

Veneris 21 die Augusti Anno Regni Regis & Reginæ Gulielmi & Mariæ tertio Inter R. L. Quer' W. E. L. E. & R. F. Def.

Upon the Plaintiffs humble Petition this day preferred to the Right Honourable the Master of the Rolls for the reasons therein contained; it is ordered that the Defendants Clerk in Court do join and strike Commissioners Names in a Weeks time, or in default the Plaintiff is at liberty to take out a Commission *ex parte*, whereof the Defendants Clerk in Court, or Agent is forthwith to have personal Notice, or else no benefit of this Order.

An Order that (the Plaintiff in the first Bill dying and making an Executrix, who has brought a Bill of Revivor) all the Proceedings stand revived, and be as they were in the life time of the Testator.

Mr. Justice Rokeby,
Mr. Holford,
Mr. Pett.

Sabbati nono die Decembris Anno Regni Regis & Reginæ Gulielmi & Mariæ quinto Inter Elizam J. Quer' Johannem H. & al Def.

Upon Motion this day made unto this Court by Mr. *B.* being of the Plaintiffs Council, it was alledged, That *R. J.* the Plaintiffs late Husband, formerly exhibited his Bill in this Court

againſt the Defendants, whereto they appeared and put in their Anſwers, and on the 21th day of *July*, 1671, the ſaid Cauſe received a hearing, and an account was then directed to be taken by *R. M.* Eſq; one of the Maſters of this Court, who in purſuance of the ſaid Order made this Report, dated the Firſt of *July* laſt, to which the ſaid *R. F.* put in Exceptions, but before the ſame were argued, the ſaid *R. F.* died, whereby the ſaid Suit abated, having firſt made his Will, and the now Plaintiff his Executrix, who hath brought her Bill of Revivor againſt the ſaid Defendants, to which Bill the Defendant *J. H.* hath appeared, but not anſwered the ſame, although the time for his ſo doing is elapſed; it was therefore prayed that all the ſaid Proceedings may ſtand revived, and be in the ſame plight and condition as they were in at the time of the death of the ſaid *R. F.* which is ordered accordingly.

Notice given by the Defendants Clerk, to the Plaintiffs Clerk in Court, of the time to execute a Commiſſion.

Inter T. V. gen' Quer'.
R. P. Def.

WHereas a Commiſſion hath iſſued out of His Majeſties high Court of *Chancery*, for taking the Defendants Anſwer to the Complainants Bill: Theſe are to give you Notice, That by vertue of the ſaid Commiſſion the ſaid Anſwer will be taken on *Saturday* the 25th day of this Inſtant *A.* at the *Royal Oak* in *L.* in *K.* by nine of the Clock in the Forenoon, where the Plaintiff and his

is Commissioners may be present if they please.
ated this 18th of *A.* 1696.

To Mr. *W. P.* Clerk in Court
for the Plaintiff.

Rowlandson Clerk *pro Def.*

A Certificate of filing an Answer.

Inter B. F. Mil' Quer.
N. R. & al Def.

THE Answer of the Defendant *N. R.* to the Plaintiffs Bill, was Filed with me on the 8th day of *November* 1694, as appears by my Book, this being the 15th day of *November*, 1694.

L. Powel pro Def.

Inter B. F. *Mil. Quer.*
N. R. *& al Def.*

THE said Complainant hath not Filed any Replication to the Defendants Answer, to this present day, as appeareth by my Book this being the 27th day of *May*, 1695.

L. P. pro Def.

Affidavits.

Affidavits.

An Affidavit that the Plaintiff is worth but five Pounds in all the World, his wearing Apparel, and the matters of this Suit excepted.

Inter *R. K.* Quer.
W. F. O. C. & *J. C.* Def.

THE ſaid Complainant *R. K.* maketh Oath that he is not worth in all the World the Sum of Five pounds in Lands, Tenements, Goods or Chattles, his wearing Apparel, and the matters of this Suit only excepted.

R. K. Exam.
16 *July*, 94.

Jurat. 16 *die July*, 1694.
Miles Cook.

An Affidavit that the Plaintiff owes nothing to the Defendant.

P. Playdwell, Complainant.
William Jefferyes, Defendant.

THE Complainant *Peter Playdwell*, maketh Oath, that the now Defendant doth Sue and Proſecute this Deponent at Common Law for the Sum of Twelve pounds and upwards, being Monies as the Defendant pretends to be due to him upon a Judgment, when as in truth this Deponent is not juſtly indebted unto the Defendant One penny upon a fair and juſt Account; yet notwithſtanding he hath cauſed the Deponent to be Arreſted and held to Bail for the ſame, and doth now proceed

oceed on, againſt this Deponent, knowing that is Deponents Witneſſes, that could prove all the lonies due to the Defendant are gone aſide, and at the Deponent is not able to prove the pay-ent of the ſame, but by the Defendants own ath.

rat. 4. *July*, 1690.
S. Keck.
am. 4. *July*, 1690.
P. W.

Peter Playdwell.

n Affidavit of perſonal Service of a Subpœna *upon one in the Mint in* Southwark.

Inter *William Watts* Ar. Sen' *W. W.* Gen'. Jun' Quer. & *Georgium Roſe* Def.

Francis Clerke, Gent. maketh Oath, that on the 24th of *A.* laſt, he this Deponent did perſo-ally ſerve the ſaid Defendant *Roſe* with a *Subpœna* oth of this Court, and under the Seal thereof by elivering the ſaid *Subpœna* into his the ſaid *Roſe* his wn hand, he being at his Houſe, in or near the *Mint* in *Southwark*, which ſaid *Subpœna* was for him he ſaid *Roſe*, to appear in this Court the 25th of *pril* laſt, to anſwer a Bill at the ſaid Complain-nts Suit.

ſwat. ſexto Maii 1689.
S. Keck.

Petitions

Petitions.

A Petition by the Defendant to have a fortnigh longer time to put in his Answer.

To the Right Honourable the Master of the Rolls

A. B. J. C. & E. C. *the Wife of* A. C. *by the sai* A. B. & A. C. *her next Friends, Complainan* C. S. *Defendant.*

The humble Petition of the Defendant.

Sheweth,

THAT the Complainants having exhibited their Bill this Term against your Petitioner to foreclose your Petitioner upon a pretended Mortgage made by your Petitioner to one *J. L.* the Plaintiff *Elizabeth* her former Husband, ever since the 12th day of *May*, 1676. And your Petitioner being now very Aged, cannot at present find out his Papers, Acquittances and other Vouchers, which would make out some part of the principal, or at least all the Interest paid.

Your Petitioner humbly prays your Honour to grant him a fortnight longer time to put in his Plea, Answer or Demurrer to the Complainants Bill, and that all process of contempt for want thereof may in the mean time be stayed.

And your Petitioner as in duty bound, shall ever pray for your Honour.

18 *Junij* 1694.

Be it so, but not to Demurr alone, of which give notice. *J. Trevor.*

Petition by the Mother of the Povery of her Children, in order to have them admitted in *forma Pauperis*.

J. H. J. H. & A. H. *Infants by their Guardian Complai[illegible]*, R. G. J. G. *the wife of the ſaid* R. G. & N. B. & F. *his Wife Defendants.*

THE ſaid Defendant *Joanna Golding* Mother of the Complainants, the Infants, maketh Oath, That the ſaid Complainants the Infants, her Children, are nor either of them worth in all the World in Lands Tenements Goods or Chattles, the Sum of Five pounds, their wearing Apparel, and the Matter of this Suit Excepted.

The mark of
J.
Johanna Golding.

Jurat. 13 *December*, 1694.

Richard Holford.

That the Petitioner may put in a ſeparate Anſwer without her Husband.

To the Right Honourable the Maſter of the Rolls.

J. H. J. H. & M. H. *Plaintiffs*, R. G. J. G. *the Wife of the ſaid* R. G. *Defendants.*

The humble Petition of the Defendant *J. G.*

Sheweth,

THat the Plaintiffs having exhibited their Bill in this Court againſt the Defendants on the 4th day of *Auguſt* laſt, whereto the Defendant *Richard Golding* hath anſwered, and refuſeth to let your Petitioner his Wife join therein, and ſwears by

by his Answer, that they live separate and apa and so have done for about Six Months last pas

Your Petitioner *Joanna Golding*, humbly pra your Honour, That your Petitioner may at liberty to put in and file her Answer to t Bill in this Court, apart from the other D fendant her Husband, and he having already put in and filed his Answer in t Court, and hath refused to suffer your P tioner his Wife to join therein.

And your Petitioner shall ever pray, &c.

A Petition that the Defendant may Rejoin, an name Commissioners, and strike in ten day next, or else that the Plaintiff may take a Com mission *ex parte*.

To the Right Honourable the Master of the Rolls.

H. B. *Quer.* A. C. D. *Defend.*

The humble Petition of the Plaintiff.

Sheweth,

THAT your Petitioner's Bill was filed so long ago as *Trinity* Term, 1692. And the Defendant purely for delay put in a Plea thereto, which upon debate thereof was over-ruled.

That the Defendant hath lately put in an Answer to your Petitioner's Bill, but living in Devon your Petitioner could not serve him with Process timely enough to rejoin the next Term.

That your Petitioner having been so greatly delaied by the Defendant, and likely to lose the benefit of the Vacation for examining his Witnesses without your Honour's Order.

Your

Your Petitioner doth humbly pray, That the leaving of a *Subpæna* to ſerve with the Defendants Clerk in Court returnable immediately may be deemed good Service of the Defendant, and that the Defendant may name Commiſſioners to ſtrike in ten days next, or in default thereof that the Plaintiff may be at liberty to take forth a Commiſſion *ex parte*.

21 *March*, 1693. *And your Petitioner ſhall ever pray, &c.*

Let it ſo in ten days after perſonal Notice to the Defendants Clerk in Court of this Order.

J. Trevor.

A Petition that Publication may paſs without examining Witneſſes on the Plaintiffs part, and the Cauſe to be ſet down for hearing in the ſame Term.

To the Right Honourable the Maſter of the Rolls.

Inter Wheeler *Quer.*
Earning *Def.*

The humble Petition of the Plaintiff.

Sheweth,

THAT your Petitioner having filed his Bill againſt the ſaid Defendant for relief, touching the Matters therein contained, the ſaid Defendant hath put in his Anſwer thereto, to which Anſwer your Petitioner hath filed a general Replication.

That your Petitioner is adviſed the Defendant hath confeſſed ſufficient in his Anſwer, whereby he

he may safely proceed to hear the Cause withe
examining any Witnesses.

Your Petitioner therefore humbly prays, Th
he may be at Liberty to take out a *Subpœna*
Rejoin returnable immediately against t
said Defendant, and that service thereof
his Clerk in Court or Agent, may be deem
good Service, and that publication may pas
this Cause the first day of the next Term,
that your Petitioner may be at liberty to
down his Cause for hearing some time t
same Term, before your Honour.

And your Petitioner shall pray, &c.

Sol. J. M. S.
9/18/06

FINIS.